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# GOVERNMENT GAZETTE

## BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN  
AND DIU

General Administration Department

Collectorate of Goa

Order

LS/REV/317/69/2247

Whereas the Government land known as «Cajichem Mola» situated at Morlem of Satari Taluka, shown in the plan no. 16719, was assigned to Shri Crisna Madeva Gauncar, under Alvara no. 1720 dated 6-6-1956.

Whereas during the inspection to the said land it has been verified that the same land is lying entirely waste in contravention to the provisions of Section 36 of Decree no. 3602, dated 24-11-1917.

Whereas show cause notice was served on Shri Mahadev Krishna Gaonkar, the present holder of the land in accordance with para 2 of Section 307 of the above cited Decree.

And whereas no reply to the show cause notice has been received from said Shri Mahadev Krishna Gaonkar.

Now, therefore, I, D. N. Barua Collector of Goa, in exercise of the powers vested in me by virtue of the Government Notification no. DF-1161-AGR-65, dated 9-6-1966, order that the entire land, as mentioned above be reverted to the Government in accordance with Section 307 of Decree no. 3602, dated 24-11-1917.

D. N. Barua, Collector of Goa.

Panaji, 24th April, 1970.

Order

LS/REV/105/70/2248

Sub: Government land known as «Galau» situated at Naneli of Satari Taluka, assigned to Shri Bernardo Justiniano de Apresentação Pinho, under Title No. 1233 dated 10-2-1943.

Ref: Government letter No. RD/LND/168/68, dated 28-3-1969.

The Reversion Order No. LND/19 issued by the Mamlatdar of Satari Taluka on 2-6-1965 and ratified by the Collector of Goa under Order No. LS/Reversion/1 dated 21-3-1967, published in the Government Gazette, Series II, No. 52, dated 30-3-1967, is hereby cancelled.

D. N. Barua, Collector of Goa.

Panaji, 24th April, 1970.

(Tradução)

GOVERNO DE GOA, DAMÃO  
E DIO

Departamento de Administração Geral

Repartição do Collector de Goa

Portaria

LS/REV/317/69/2247

Atendendo a que o terreno do Estado denominado «Cajichem Mola» sito em Morlém, do concelho de Satari, e indicado na planta n.º 16719, que havia sido concedido ao Sr. Crisna Madeva Gauncar, por Alvará n.º 1720, de 6 de Junho de 1956.

Tendo em consideração que durante a inspecção ao referido terreno, verificou-se que o mesmo se achava totalmente inculco, em infracção ao disposto no artigo 36.º do Decreto n.º 3602, de 24 de Novembro de 1917.

Atendendo a que o Sr. Mahadev Krishna Gaonkar, que se acha actualmente na posse do terreno foi avisado para apresentar razões justificativas, de acordo com o § 2.º do artigo 307.º do citado decreto.

Considerando que não foi recebida nenhuma resposta do dito Sr. Mahadev Krishna Gaonkar, ao aviso acima referido.

No uso das faculdades que me são conferidas pelo despacho n.º DF-1161-AGR-65, de 9 de Junho de 1966, eu, D. N. Barua, Collector de Goa, determino que todo o terreno acima mencionado seja revertido ao Estado, de acordo com o artigo 307.º do Decreto n.º 3602, de 24 de Novembro de 1917.

D. N. Barua, Collector de Goa.

Panaji, 24 de Abril de 1970.

Portaria

LS/REV/105/70/2248

Assunto: Terreno do Estado denominado «Galau» sito em Naneli do concelho de Satari, concedido ao Sr. Bernardo Justiniano de Apresentação Pinho, por título n.º 1233, de 10 de Fevereiro de 1943.

Referência: Portaria n.º RD/LND/168/68, de 28 de Março de 1969.

A portaria da reversão n.º LND/19, expedida pelo Mamlatdar do concelho de Satari, em 2 de Junho de 1965 e confirmada pelo Collector de Goa, por portaria n.º LS/Reversion/1, de 21 de Março de 1967, publicada no Boletim Oficial n.º 52, 2.ª série, de 30 de Março de 1967, fica sem efeito.

D. N. Barua, Collector de Goa.

Panaji, 24 de Abril de 1970.

Order

LS/REV/399/69/2249

Whereas the Government lands known as «Gogol» and «Uguicaranchidad» or «Gotcamoroda» situated at Dudal of Sanguem Taluka, shown in the plans nos. 13376 and 13371, admeasuring 58235,55 square metres and 62816,47 square metres, respectively, were assigned to Smt. Deuqui Ananta Bandari, under title No. 1057, dated 20-8-1941.

Whereas during the inspection to the said lands it has been verified that the areas admeasuring 27830,40 square metres and 55961,47 square metres, respectively, of the 1st and 2nd lands, are lying waste in contravention to the provisions of Section 76 of Decree no. 3602, dated 24-11-1917.

Whereas show cause notice was served on the assignee, Smt. Deuqui Ananta Bandari, in accordance with para 2 of Section 307 of the above cited Decree.

And whereas said Smt. Bandari showed her willingness to retain in her possession the cultivated areas admeasuring 30405,15 square metres of the land «Gogol» and 6855,00 square metres of that of «Uguicaranchidad» or «Gotcamoroda», being 4334,00 square metres of Part A and 2521,00 square metres of Part B, on payment of the annual ground rents fixed to the entire lands at the time of assignment, in accordance with the provisions of para 2 of Section 76 of the said Decree.

Now, therefore, I, D. N. Barua, Collector of Goa, in exercise of the powers vested in me by virtue of the Government Notification no. DF-1161-AGR-65, dated 9-6-1966, order that the areas lying waste, admeasuring 27830,40 square metres and 55961,47 square metres, respectively, be reverted to the Government in accordance with Section 307 of Decree no. 3602, dated 24-11-1917.

D. N. Barua, Collector of Goa.

Panaji, 24th April, 1970.

## Special Department

Order

SPL/GDDCS/39/68

The following transfers and postings will take place with immediate effect:

1. Shri A. N. Dixit, Secretary to the Lt. Governor, is posted as Collector and District Magistrate, Daman vice Shri M. S. Dayal, whose services are replaced at the disposal of the Government of Gujarat.

2. Shri J. C. Almeida is posted as Secretary (Revenue) vice Shri W. G. Ranadive, whose services are replaced at the disposal of the Government of Maharashtra, on relief by Shri Almeida.

3. Shri Jagdish Sagar, Sub-Divisional Magistrate and Sub-Divisional Officer, Panaji, is posted as officiating Director of Industries & Mines, vice Shri P. S. Bhatnagar.

4. Shri P. S. Bhatnagar, Director of Industries and Mines, is posted as Collector and District Magistrate, Goa, vice Shri D. N. Barua.

5. Shri D. N. Barua, Collector and District Magistrate, Goa, is posted as Secretary (Ind. & Labour) vice Shri B. Ram, whose services are replaced at the disposal of his parent State.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. N. Srivastava, Chief Secretary.

Panaji, 24th April, 1970.

Order

SPL/GDDCS/39/68

Shri S. R. Sawant, Assistant Director of Panchayats is posted as Under Secretary (I&L), vice Shri V. R. Vaze,

Portaria

LS/REV/399/69/2249

Atendendo a que os terrenos do Estado denominados «Gogol» e «Uguicaranchidad» ou «Gotcamoroda» sitos em Dudal do concelho de Sanguem e indicados nas plantas n.ºs 13376 e 13371, medindo 58235,55 m² e 62816,47 m², respectivamente, que haviam sido concedidos à Sra. Deuqui Ananta Bandari, por título n.º 1057, de 20 de Agosto de 1941.

Considerando que durante a inspecção aos referidos terrenos, verificou-se que as áreas medindo 27830,40 m² e 55961,47 m², respectivamente, do 1.º e 2.º terrenos, se achavam incultas, em infracção do disposto no artigo 76.º do Decreto n.º 3602, de 24 de Novembro de 1917.

Tendo em consideração que a concessionária Sra. Deuqui Ananta Bandari, foi avisada para apresentar razões justificativas de acordo com o § 2.º do artigo 307.º do citado decreto.

Atendendo a que a mesma Sr.ª Bandari, manifestou a sua vontade de querer reter na sua posse as áreas cultivadas, medindo 30405,15 m² do terreno «Gogol» e 6855,00 m² do terreno «Uguicaranchidad» ou «Gotcamoroda» sendo 4334,00 m² da parte A e 2521,00 m² da parte B, mediante pagamento do foro anual fixado para todos os terrenos na altura da concessão, de acordo com o § 2.º do artigo 76.º do citado decreto.

No uso das faculdades que me são conferidas pelo despacho n.º DF-1161-AGR-69, de 9 de Junho de 1966, eu, D. N. Barua, Collector de Goa, determino que as áreas incultas, medindo 27830,40 m² e 55961,47 m², respectivamente sejam revertidos ao Estado, de acordo com o artigo 307.º do Decreto n.º 3602, de 24 de Novembro de 1917.

D. N. Barua, Collector de Goa.

Panaji, 24 de Abril de 1970.

## Departamento Especial

Portaria

SPL/GDDCS/39/68

Determinam-se as seguintes transferências e colocações, com efeito imediato.

1. O Sr. A. N. Dixit, Secretário do Governador-tenente, é colocado como Collector e Magistrado distrital em Damão, em substituição do Sr. M. S. Dayal, cujos serviços são repostos à disposição do Governo de Gujarat.

2. O Sr. J. C. Almeida, é colocado como Secretário (Rendimentos) em substituição do Sr. W. G. Ranadive, cujos serviços são repostos à disposição do Governo de Maharashtra, quando o Sr. Almeida assumir essas funções.

3. O Sr. Jagdish Sagar, Magistrado sub-divisional e oficial sub-divisional, em Pangim, é colocado como director interino de Indústrias e Minas, em substituição do Sr. P. S. Bhatnagar.

4. O Sr. P. S. Bhatnagar, director de Indústrias e Minas, é colocado como Collector e Magistrado distrital de Goa, em substituição do Sr. D. N. Barua.

5. O Sr. D. N. Barua, Collector e Magistrado distrital de Goa, é colocado como Secretário (Indústrias e Trabalho), em substituição do Sr. B. Ram, cujos serviços são repostos à disposição do Estado da sua procedência.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

K. N. Srivastava, Secretário-Chefe.

Panaji, 24 de Abril de 1970.

Portaria

SPL/GDDCS/39/68

O Sr. S. R. Sawant, director assistente de Panchayats, é colocado como Subsecretário (I&L) em substituição do Sr. V.

whose services are replaced at the disposal of the Government of Maharashtra.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. N. Srivastava, Chief Secretary.

Panaji, 24th April, 1970.

### Home Department 'A'

#### Notification

HD-25-1191/69-A

In exercise of the powers conferred by section 43(1) of the Motor Vehicles Act, 1939 as applicable to the Union Territory of Goa, Daman and Diu and all other powers enabling him in this behalf, regarding fixing of fare for contract carriages operating in the Union Territory of Goa, Daman and Diu and in supersession of the Government Order No. S.O.22-2161/67 dated 21-11-63, and Government Notification No. HD-25-601/67-A dated 13-11-67 the Lt. Governor of Goa, Daman and Diu hereby directs the State Transport Authority that the maximum fares chargeable by taxis and autorickshaws in the Union Territory of Goa, Daman and Diu shall be as mentioned below:

#### A. Taxis with meters.

- i) A fare of 90 paise for the first kilometer or part thereof.
- ii) A fare of 10 paise for every 1/6 of kilometer or part thereof, for the subsequent distance.
- iii) Waiting or detention charge at the rate of 10 paise for every 4 minutes or part thereof.
- iv) Luggage charges at the rate of 20 paise for every package carried in the luggage boot or luggage carrier of a taxi.

#### B. Taxis without meters.

- (a) i) For the first Km or part thereof — 90 paise.
- ii) For next 9 Kms — 60 paise per Km or part thereof.
- iii) For every subsequent Km or part thereof — 40 paise.

#### (b) On certain specified routes.

i) Mapusa-Betim and vice versa	Rs. 3-75
ii) Panaji-Agaçaim and vice versa	Rs. 6-25
iii) Vasco-Cortalim and vice versa	Rs. 5-00
iv) Cortalim-Margao and vice versa	Rs. 6-25
v) Mapusa-Bicholim and vice versa	Rs. 6-00
vi) Mapusa-Siolim and vice versa	Rs. 3-75
vii) Mapusa-Calangute and vice-versa	Rs. 3-00
viii) Betim-Calangute and vice versa	Rs. 3-75
ix) Vasco-Marmagoa and vice versa	Rs. 2-50

Note: 1. On the above mentioned specified routes an additional fare not exceeding 50% of the above mentioned fare shall be charged when the taxi plies after 8 p. m.

Note: 2. Waiting charges and the luggage charges shall be at the same rate as are prescribed for taxis with meters.

#### C. Autorickshaws with meters/without meters.

- i) 50 paise for the first kilometer or part thereof.
- ii) 5 paise for every subsequent 200 metres or part thereof.
- iii) Detention or waiting charge at the rate of 10 paise for every 6 minutes.

D. No separate fares for return journey shall be charged either by taxis or by autorickshaws.

E. There shall be no separate fares for a day taxi and a night taxi whether fitted with meter or without meters.

R. Vaze, cujos serviços são repostos à disposição do Governo de Maharashtra.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

K. N. Srivastava, Secretário-Chefe.

Panaji, 24 de Abril de 1970.

### Departamento do Interior 'A'

#### Despacho

HD-25-1191/69-A

No uso das faculdades conferidas pelo artigo 43(1) do «The Motor Vehicles Act 1939», conforme foi tornado extensivo ao território da União de Goa, Damão e Diu e das demais faculdades que lhe são conferidas para o mesmo fim, no respeitante à fixação da tabela de preços para transportes de aluguer que circulam no território da União de Goa, Damão e Diu e, em substituição da portaria n.º S.O.22-2161/67, de 21 de Novembro de 1963, e despacho n.º HD-25-601/67-A, de 13 de Novembro de 1967, o Governador-tenente de Goa, Damão e Diu determina a Autoridade Estadual de Transportes que as taxas máximas cobráveis por táxis e autorickshaws no território da União de Goa, Damão e Diu, sejam fixadas como a seguir se indica:

#### A. Táxis com taxímetros.

- i) 90 paise por cada quilómetro ou fracção do mesmo.
- ii) 10 paise por cada 1/6 de quilómetro ou fracção do mesmo pelo percurso ulterior.
- iii) A taxa de espera ou demora será de 10 paise por cada 4 minutos ou fracção do mesmo.
- iv) A taxa para bagagem será de 20 paise por cada fardo transportado na bagageira ou no porta-bagagens do táxi.

#### B. Táxis sem taxímetros.

- (a) i) Pelo primeiro quilómetro ou fracção do mesmo — 90 paise.
- ii) Pelos 9 quilómetros seguintes — 60 paise por quilómetro ou fracção do mesmo.
- iii) Por cada quilómetro subsequente ou fracção do mesmo — 40 paise.

#### (b) Em determinados percursos.

i) Mapusa-Betim e vice-versa	Rps. 3-75
ii) Panaji-Agaçaim e vice-versa	Rps. 6-25
iii) Vasco-Cortalim e vice-versa	Rps. 5-00
iv) Cortalim-Margão e vice-versa	Rps. 6-25
v) Mapusa-Bicholim e vice-versa	Rps. 6-00
vi) Mapusa-Siolim e vice-versa	Rps. 3-75
vii) Mapusa-Calangute e vice-versa	Rps. 3-00
viii) Betim-Calangute e vice-versa	Rps. 3-75
ix) Vasco-Mormugão e vice-versa	Rps. 2-50

Observação: 1. Nos percursos estabelecidos acima mencionados poderá ser cobrada uma taxa não excedente a 50 por cento das taxas acima indicadas, quando o táxi for utilizado depois das 20 horas.

Observação: 2. A taxa de demora e bem assim a taxa para bagagem serão as mesmas que se acham fixadas para táxis com taxímetros.

#### C. Autorickshaws com ou sem taxímetros.

- i) 50 paise pelo primeiro quilómetro ou fracção do mesmo.
- ii) 5 paise por cada 200 metros subseqüentes ou fracção dos mesmos.
- iii) A taxa de demora ou espera será de 10 paise por cada 6 minutos.

D. Não poderão ser cobradas taxas separadas, pela viagem de regresso, tanto pelos táxis como pelos autorickshaws.

E. Não haverá taxas separadas pela utilização diurna ou nocturna de táxis quer os mesmos tenham taxímetros ou não.

F. The operator shall display the fare tables in English, Marathi and Konkani (Roman Script) and shall maintain a complaint book in his vehicle within 15 days from the date of publication of the notification and shall make available to the passengers on demand.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. B. Deshpande, Under Secretary (Home).

Panaji, 22nd April, 1970.

### Revenue Department

#### Notification

RD/TNC/BND/280/67-70/XXXII

In pursuance of the proviso to sub-section (3) of section 26 of the Goa, Daman and Diu Agricultural Tenancy Act, 1964, the Government hereby specify the followig bund described in the schedule appended hereto as protective bund for the purpose of the said proviso.

#### SCHEDULE

Name of the bund	Village	Taluka	Description
1. Salpem	Navelim	Salcete	The bund starting with the paddy field «Salpem» belonging to Shri Joao Filipe Silva, running marginal to the tributary of river Sal and ending with the paddy field «Salpem», belonging to Comunidade of Navelim at Navelim of Salcete Taluka.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. Sardesai, Under Secretary (Revenue).

Panaji, 20th April, 1970.

### Law and Judicial Department

#### Notification

LD/4/143/69

The following notification No. 18/3/69-Judl. III dated 20th April, 1970 from the Government of India, Ministry of Home Affairs, issued under sub-section (1) of section 4 of the Goa, Daman and Diu (Judicial Commissioner's Court) Regulations, 1963 (Regulation 10 of 1963), is hereby published for general information of the public.

M. S. Borkar, Under Secretary (Law).

Panaji, 25th April, 1970.

GOVERNMENT OF INDIA

MINISTRY OF HOME AFFAIRS

New Delhi-1, the 20th April, 1970  
30 Chaitra, 1892

#### Notification

18/3/69-Judl. III

In exercise of the powers conferred by sub-section (1) of section 4 of the Goa, Daman and Diu (Judicial Commissioner's

F. Os donos dos veículos providenciarão, no sentido de exhibir tabelas de taxas em Inglês, Marata e Concanim (caracteres romanos) e manter um livro para registo de reclamações, nos veículos, dentro do prazo de 15 dias, contada da publicação deste despacho, os quais serão franqueados aos passageiros quando exigidos.

Por ordem e em nome do Governador-tenente de Goa, Damão e Diu.

S. N. Dhumak, Under Secretary (Development).

Panaji, 22 de Abril de 1970.

### Departamento de Rendimentos

#### Despacho

RD/TNC/BND/280/67-70/XXXII

De harmonia com a alínea (3) do artigo 26.º do «The Goa, Daman and Diu Agricultural Tenancy Act, 1964» o Governo determina que o valado descrito no quadro anexo, seja considerado como valado protector para os fins da citada alínea.

#### QUADRO

Nome do valado	Aldeia	Concelho	Descrição
1. Salpem	Navelim	Salcete	Valado que começando na várzea «Salpem» pertencente ao Sr. João Filipe Silva, corre ao longo da margem do afluente do rio Sal e termina na várzea «Salpem» pertencente à comunidade de Navelim do concelho de Salcete.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

V. Sardesai, Subsecretário (Rendimentos).

Panaji, 20 de Abril de 1970.

### Departamento de Justiça

#### Despacho

LD/4/143/69

Para conhecimento geral, a seguir se publica o despacho n.º 18/3/69-Judl. III, de 20 de Abril de 1970, do Ministério do Interior do Governo da Índia, expedido ao abrigo da alínea (1) do artigo 4.º do «The Goa, Daman and Diu (Judicial Commissioner's Court) Regulations, 1963 (Regulation 10 of 1963).

M. S. Borkar, Subsecretário (Justiça).

Panaji, 25 de Abril de 1970.

GOVERNO DA INDIA

MINISTÉRIO DO INTERIOR

Nova-Delhi 1, 20 de Abril de 1970  
30 Chaitra, 1892

#### Despacho

18/3/69-Judl. III

No uso das faculdades conferidas pela alínea (1) do artigo 4.º do «The Goa, Daman and Diu (Judicial Commissioner's

Court) Regulations, 1963 (Regulation 10 of 1963), the President is pleased to appoint Shri C. Murahari Rao, Additional Judicial Commissioner, to be Judicial Commissioner for the Union Territory of Goa, Daman and Diu for a period of one year with effect from the forenoon of 2nd May, 1970.

Sd/-

K. THYAGARAJAN

Deputy Secretary to the Govt. of India.

Food and Civil Supplies Department

Notification

7/7/70/FCS-CS

In exercise of the powers conferred by clause 10 of the Cement Control Order, 1967, the Lieutenant Governor of Goa, Daman and Diu, hereby directs that no dealer (whether wholesale or retail) in the Zones as specified in column no. 2 of the schedule appended hereto, shall sell cement at the rate exceeding the maximum price as shown in the corresponding entry of column no. 3 and no. 4 of the said schedule, with effect from 3-4-1970. The prices shown in column no. 3 and no. 4 of the schedule appended hereto, are exclusive of local taxes.

SCHEDULE

1	2	3	4
Sr. No.	Name of the Zone	Rs. per m/t ex-godown	Rs. per bag of 50 Kgs.
1.	Zone I (comprising of Vasco, Margao, Quepem Sanguem Talukas)	Rs. 211-22	Rs. 10-56
2.	Zone IA (comprising of Ponda Taluka)	Rs. 219-02	Rs. 10-95
3.	Zone II (comprising of Panaji Taluka)	Rs. 226-82	Rs. 11-34
4.	Zone III (comprising of Bardez, Bicholim and Satari Talukas)	Rs. 234-67	Rs. 11-73
5.	Zone IV (comprising of Pernem Taluka)	Rs. 240-67	Rs. 12-03
6.	Zone V (comprising of Canacona Taluka)	Rs. 216-32	Rs. 10-82

By order and in the name of the Administrator of Goa, Daman and Diu.

V. H. Sakthalkar, Under Secretary (Planning).

Panaji, 17th April, 1970.

Corrigendum

14-4-68 FCS (EDN)

Read: Government order No. 14-4-68 FCS (EDN) dated 4/10/1969.

In the Government order cited above regarding pay fixation of Shri B. M. Dave, Education Officer, Daman, the second para may be read as follows:

«The U.P.S.C. have recommended that the initial pay may be fixed according to rules. Taking into account the previous services rendered by Shri Dave in the post during his appointment on ad-hoc basis his initial pay is fixed at Rs. 530/- (Rupees five hundred and thirty only) under F. R. 27 from 7-11-68 the next increment will be admissible on 18-10-69».

By order and in the name of the Administrator of Goa, Daman and Diu.

V. H. Sakthalkar, Under Secretary (Planning).

Panaji, 17th April, 1970.

Court) Regulations, 1963 (Regulation 10 of 1963), o Presidente nomeia o Sr. G. Murahari Rao, Comissário Judicial adicional, para exercer as funções de Comissário Judicial do território da União de Goa, Damão e Dio, por período de um ano, a partir de 2 de Maio de 1970, antes do meio-dia.

(a)

K. THYAGARAJAN

Secretário adjunto do Governo da Índia.

Departamento de Alimentação e Abastecimento Civil

Despacho

7/7/70/FCS-CS

No uso das faculdades conferidas pela alínea 10.ª do «The Cement Control Order, 1967», o Governador-tenente de Goa, Damão e Dio, determina que nenhum comerciante (quer seja grossista ou retalhista) das zonas indicadas na 2.ª coluna do quadro anexo, poderá vender cimento por preço superior ao preço máximo indicado na coluna 3.ª e 4.ª do mesmo quadro, a partir de 3 de Abril de 1970. Os preços indicados na coluna 3.ª e 4.ª do quadro anexo, não incluem os impostos locais.

QUADRO

1	2	3	4
N.º de série	Nome da zona	Rps. per m/t ex-godão	Rs. por saca de 50 Kgs.
1.	Zona I (Abrangendo os concelhos de Vasco, Margão, Quepém e Sanguém)	Rps. 211-22	Rps. 10-56
2.	Zona IA (Abrangendo o concelho de Pondá)	Rps. 219-02	Rps. 10-95
3.	Zona II (Abrangendo o concelho de Panaji)	Rps. 226-82	Rps. 11-34
4.	Zona III (Abrangendo os concelhos de Bardés, Bicholim e Satari)	Rps. 234-67	Rps. 11-73
5.	Zona IV (Abrangendo o concelho de Perném)	Rps. 240-67	Rps. 12-03
6.	Zona V (Abrangendo o concelho de Canácona)	Rps. 216-32	Rps. 10-82

Por ordem e em nome do Administrador de Goa, Damão e Dio.

V. H. Sakthalkar, Subsecretário (Planificação).

Panaji, 17 de Abril de 1970.

Corrigenda

14-4-68 FCS (EDN)

Ref: Portaria n.º 14-4-68 FCS (EDN), de 4 de Outubro de 1969.

Na portaria acima citada, relativa a fixação do vencimento do Sr. B. M. Dave, «Education Officer», em Damão, o segundo parágrafo deve ler-se como segue:

«A Comissão de Serviço Público da União, recomendou que o seu vencimento inicial fosse fixado de acordo com as normas. Tomando em consideração o serviço anterior prestado pelo Sr. Dave, no lugar, durante a sua nomeação provisória, o seu vencimento inicial é fixado em Rs. 530/- (quinhentas e trinta rupias) ao abrigo do F.R. 27, a partir de 7 de Novembro de 1968, o próximo aumento será admissível em 18 de Outubro de 1969».

Por ordem e em nome do Administrador de Goa, Damão e Dio.

V. H. Sakthalkar, Subsecretário (Planificação).

Panaji, 17 de Abril de 1970.

## Development Department 'A'

Corrigendum

CDB/1028/68

Read: Government Order no. CDB/1028/68 dated 23-9-68.

In the Government Order cited above please read the name of the Sarpanch of the Painguinim Village Panchayat as «Shri Liao Salvador Viegas» instead of Kashi N. Paginkar.

Similarly for the representation of Major Cooperative Societies the name may be read as «Shri Manohar Prabhu Dessai» Chairman of Loliem-Palem V. K. S. S. Society» instead of «Shri Krishna M. Brabhu, Chairman of Painguinim V. K. S. S. Society».

S. N. Dhumak, Under Secretary (CD).

Panaji, 18th April, 1970.

Corrigendum

CDB/1028/68

Read: — 1) Government Order No. CDB/1028/68 dated 23-9-68 regarding formation of Block Advisory Committee for Pernem Block.

In the Government Order cited above the name of the Sarpanch of the Village Panchayat at Dhargal may be read as follows.

Shri R. K. Kolwalkar Sarpanch of the Village Panchayat Dhargal in place of Shri Mohan J. P. Dessai as notified earlier.

S. N. Dhumak, Under Secretary (CD).

Panaji, 18th April, 1970.

Corrigendum

CDB/1028/68

Read: Government Order No. CDB/1028/68 dated 2-9-68, regarding formation of Block Advisory Committee of Ponda Block.

In the Govt. Order cited above at serial Nos. 2 and 18 of para 3 the names of Sarpanches of the Village Panchayat of Tivrem Orgaon and Bhoma Adcolna respectively may be read as follows:—

- 1) Shri Ramat D. P. Sirsaikar as Sarpanch of Tivrem Orgaon in place of Shri Narayan G. Zalmi with effect from 10-4-69.
- 2) Shri Viswanath T. Gaođe as Dy. Sarpanch of the Village Panchayat of Bhoma Adcolna until a new Sarpanch is elected as Shri Anant V. Naik Ex-sarpanch has tendered his resignation.

S. N. Dhumak, Under Secretary (CD).

Panaji, 18th April, 1970.

Corrigendum

CDB/462/70

- 1) Read Government Order No. CDB/1028/68 dated 8-7-1968.
- 2) Read Government Addendum No. CDB/469/68 dated 31-1-1970.

In the Government Addendum cited at Sr. No. 2 above read the following:—

12. District Organisers for National Savings Organisation of the North, Central and South Goa Divisions.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. N. Dhumak, Under Secretary (CD).

Panaji, 20th April, 1970.

## Departamento de Fomento 'A'

Corrigenda

CDB/1028/68

Ref.: Portaria n.º CDB/1028/68, de 23 de Setembro de 1968.

Na portaria acima citada, o nome do presidente do Panchayat Aldeano de Poinguinim deve ler-se como «Sr. Leão Salvador Viegas» em vez de «Sr. Kashi N. Paginkar».

Outrotanto o nome do representante das sociedades cooperativas principais deve ler-se como «Sr. Manohar Prabhu Dessai», presidente da sociedade V. K. S. S., de Loliem-Palem em vez de «Sr. Krishna M. Prabhu, presidente da sociedade V. K. S. S., de Painguinim».

S. N. Dhumak, Subsecretário (CD).

Panaji, 18 de Abril de 1970.

Corrigenda

CDB/1028/68

Ref.: — 1) Portaria n.º CDB/1028/68, de 23 de Setembro de 1968, referente à constituição da comissão consultiva concelhia de Perném.

Na portaria acima citada, o nome do presidente do Panchayat Aldeano de Dhargal, deve ler-se como segue:

Sr. R. K. Kolwalkar, como presidente do Panchayat Aldeano de Dhargal, em substituição do Sr. Mohan J. P. Dessai, como anteriormente se publicou.

S. N. Dhumak, Subsecretário (CD).

Panaji, 18 de Abril de 1970.

Corrigenda

CDB/1028/68

Ref: Portaria n.º CDB/1028/68, de 2 de Setembro de 1968, referente à constituição da Comissão consultiva concelhia de Pondá.

Na portaria acima citada, em relação aos n.ºs de série 2 e 18 do parágrafo 3.º, os nomes dos presidentes dos Panchayats Aldeanos de Tiurem-Orgão e Boma-Adcolna, respectivamente, devem ler-se como segue:

- 1) Sr. Ramat D. P. Sirsaikar, como presidente de Tiurem-Orgão, em substituição do Sr. Narayan G. Zalmi, a partir de 10 de Abril de 1969.
- 2) Sr. Viswanath T. Gaođe, como vice-presidente do Panchayat Aldeano de Boma-Adcolna, até que seja eleito novo presidente, visto o Sr. V. Naik, ex-sarpanch ter pedido a sua exoneração.

S. N. Dhumak, Subsecretário (CD).

Panaji, 18 de Abril de 1970.

Corrigenda

CDB/462/70

- Ref: 1) Portaria n.º CDB/1028/68, de 8 de Julho de 1968.
- 2) Aditamento n.º CDB/469/68, de 31 de Janeiro de 1970.

No aditamento acima citado, o n.º de série 2, deve ler-se o seguinte:

12. Organizadores distritais para a Organização Nacional de Economias, das Divisões do Norte, Central e Sul de Goa.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

S. N. Dhumak, Subsecretário (CD):

Panaji, 20 de Abril de 1970.

## Industries and Power Department

Order

14/31/69-IND

The resignation tendered by Shri M. V. Sardesai, Industries Officer in the Directorate of Industries and Mines is hereby accepted with effect from 30-3-70.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. R. Vaze, Under Secretary, Industries and Labour Department.

Panaji, 23rd April, 1970.

## Departamento de Trabalho e Informação

Order

LC/24/IB/69

The following notification from the Government of India, Ministry of Industrial Development, Internal Trade and Company Affairs, (Department of Industrial Development) Central Boilers Board, New Delhi, is hereby republished for the information of all concerned.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. R. Vaze, Under Secretary, Industries and Labour Department.

Panaji, 20th April, 1970.

Notification

BL-1(2)68-EEI

New Delhi 18-3-70

In exercise of the powers conferred by sub-section (1) and clause (a) of sub-section (2) of section 27 A of the Indian Boilers Act, 1923 (5 of 1923) read with rule 4 of the Central Boilers Board (Nomination of Members) Rules, 1967, the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Works and Housing No. G. S. R. 267 dated the 10th February, 1965, published in the Gazette of India, part II, Section 3, Sub-Section (i) dated the 20th February, 1965 namely:—

In the said notification, under the heading.

"1—Members nominated by the Central Government under clause (a) of sub-section (2) of section 27 A",

for entry (5) the following entry shall be substituted, namely:—

2(5) Shri A. K. Srivastava ... Representative of the Railways.

Sd/-

M. SETH

Deputy Secretary to the Govt. of India.

Order

LC/1/ID(9)/69-II-4/70/369

Industrial Disputes Act, 1947

Whereas the Government of Goa, Daman and Diu is on a consideration of the report received from the conciliation Officer under section 12(4) of the Industrial Disputes Act, 1947 (14 of 1947) satisfied that there is a case for reference to an Industrial Tribunal.

## Departamento de Indústrias e Energia

Portaria

14/31/69-IND

O Sr. M. V. Sardesai, «Industries Officer» da Direcção de Indústrias e Minas, é exonerado, a seu pedido, a partir de 30 de Março de 1970.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

V. R. Vaze, Subsecretário do Departamento de Indústrias e Trabalho.

Panaji, 23 de Abril de 1970.

## Labour and Information Department

Portaria

LC/24/IB/69

Para conhecimento geral, a seguir se torna a publicar o despacho do Ministério de Desenvolvimento Industrial, Comércio Interno e Assunto de Companhias (Departamento de Desenvolvimento Industrial), Comissão Central de Caldeiras, do Governo da Índia, em Nova-Delhi.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

V. R. Vaze, Subsecretário do Departamento de Indústrias e Trabalho.

Panaji, 20 de Abril de 1970.

Despacho

BL-1(2)68-EEI

Nova-Delhi, 13 de Março de 1970

No uso das faculdades conferidas pela alínea (1) e cláusula (a) da alínea (2) do artigo 27 A do «The Indian Boilers Act, 1923 (5 of 1923)» conjugada com a norma 4.ª dos «Central Boilers Board (Nomination of Members) Rules, 1967»; o Governo Central determina que sejam feitas as seguintes alterações ao despacho do ex-Ministério de Obras e Habitação do Governo da Índia, n.º G. S. R. 267, de 10 de Fevereiro de 1965, publicado no *Boletim Oficial* da Índia, parte II, Secção 3, sub-Secção (1), de 20 de Fevereiro de 1965:

No referido despacho, sob o cabeçalho:

"1—Membros nomeados pelo Governo Central ao abrigo da cláusula (a) da alínea (2) do artigo 27 A",

em vez da rubrica (5) a seguinte rubrica deverá ser substituída:

2(5) Sr. A. K. Srivastava ... Representante dos Caminhos de Ferro.

(a)

M. SETH

Secretário Adjunto do Governo da Índia.

Portaria

LC/1/ID(9)/69-II-4/70/369

«Industrial Disputes Act, 1947»

Atendendo a que o Governo de Goa, Damão e Diu, após ter apreciado o relatório submetido pelo oficial de reconciliação, ao abrigo do artigo 12(4) do «The Industrial Disputes Act, 1947 (14 of 1947)» é do parecer que o caso deve ser submetido ao Tribunal Industrial.



And whereas the said Government is also of the opinion that an industrial dispute as stated in the Schedule hereunder exist between the workmen and the management of M/s. Empreiteiros Gerais Pvt. Ltd., Margao.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Lieutenant Governor of Goa, Daman and Diu is pleased to refer the said dispute as mentioned in schedule appended hereto for adjudication to the Industrial Tribunal, Panaji.

#### SCHEDULE

«1) Whether the workmen employed in the Cortalim Workshop and Ekoshim Dry Dock of M/s. Empreiteiros Gerais Pvt. Ltd., Margao, are entitled to the benefits of interim relief recommended by the Central Wage Board for Engineering Industries in India as accepted by the Government of India in their Resolution No. WB-4(4)/66, dated 23-7-1966;

(2) If so, to what extent?»

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

B. Ram, Secretary of Industries and Labour Department.  
Panaji, 23rd April, 1970.

#### Order

LC/1-220/66/310

The following Award given by the Industrial Tribunal, on an Industrial Dispute between M/s. V. S. Dempo & Co. Pvt. Ltd., Campal, Panaji (Goa), and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 4 of 1967

Between

Messrs. V. S. Dempo and Co. Pvt. Ltd., Campal, Panaji, Goa.

And

The workmen employed under them.

In the matter of grades and scales of pay, allowances, office timings, holidays, medical aid, gratuity, house rent etc.

#### Appearances:

Shri N. V. Phadke, Advocate, for the company.

Shri Madan Phadnis, Advocate for the workmen.

#### AWARD

This is a reference made by the Government of Goa, Daman and Diu under Sec. 10(2) of the Industrial Disputes Act, XIV of 1947, for adjudication of a dispute between Messrs. V. S. Dempo and Co. Pvt. Ltd., Campal, Panaji, Goa and the workmen employed under them as represented by the Goa Industrial and Commercial Employees Union.

2. The Goa Industrial and Commercial Employees Union, hereinafter referred to as 'the Union', filed its statement of claim on behalf of the workmen of M/s. V. S. Dempo & Co. Pvt. Ltd., hereinafter referred to as 'the company'. The case made out by the Union may be stated as follows: The dispute relates to the employees employed at the head office of the company and at other allied establishments such as shops etc. The company is in business for over 25 years. It started work with a small contingent and today the activities of the company have increased enormously. The Directors have started other companies out of the profits earned from this company namely (1) Navhind Times, (2) Dempo Engineering Works, (3) Dempo Steamships Ltd. and (4) Dempo Brothers Pvt. Ltd., Bombay. The company's assets are literally innumerable. The service conditions of the employees have remained more or less stagnant. By way of illustration the union has mentioned the cases of three employees who have put in service of 10 years in the company. Mr. A. S. Monteiro joined in 1960 on

Tendo em consideração que o Governo também é do parecer que existe uma disputa industrial, conforme se menciona no quadro anexo, entre os empregados e a gerência da firma M/s. Empreiteiros Gerais Pvt. Ltd., de Margão.

No uso das faculdades conferidas pela alínea (d) do parágrafo (1) do artigo 10.º do «Industrial Disputes Act, 1947 (14 of 1947)» o Governador-tenente de Goa, Damão e Diu, submete a mesma disputa à decisão do Tribunal Industrial, Panaji.

#### QUADRO

«1) Se os empregados da oficina, em Cortalim, e doca seca em Ecoxim, da firma Empreiteiros Gerais Pvt. Ltd., de Margão, têm direito ao benefício de alívio temporário recomendado pela Comissão Central de Salários para as indústrias técnicas na Índia, e aceite pelo Governo da Índia, por sua resolução n.º WB-4(4)/66, de 23 de Julho de 1966;

2) Caso afirmativo, qual é o montante?»

Por ordem e em nome do Governador-tenente de Goa, Damão e Diu.

B. Ram, Secretário do Departamento de Indústrias e Trabalho.

Panaji, 23 de Abril de 1970.

a salary of Rs. 80, in January 1967 his salary was Rs. 240. Mr. S. Navelkar joined the company in 1957 on a salary of Rs. 120, in January 1967 his salary was Rs. 167-50. Shri Uttam Xette joined the company in 1957 on a salary of Rs. 45 and in January 1967 his salary was Rs. 111/-. These figures according to the Union are inclusive of all allowances. The union says that although the company has earned huge profits upto the liberation of Goa and thereafter, the company has paid no bonus to the employees until it was made compulsory under the Payment of Bonus Act. According to the Union the cost of living in Goa is increasing rapidly and at present the cost of living for an average man in Panaji is costlier than in Bombay. The company had worked out some scales in the year 1963 without any scientific study of the principles of wage fixation. They had not worked out the cost of living at that time, the consumption pattern of the employees, the wage differentials for different categories depending upon the qualifications and skill involved in various jobs. As regards the consumption pattern of an average employee in Goa it is to be noted that he does not live only on rationed food. Fish and mutton are an inseparable part of his diet and by custom and usage he also spends some amount on drinks. Accordig to the Union these factors will have to be taken into account while deciding the consumption pattern. As regards other consumer articles including pulses, fruits, vegetables etc. it is to be noted that all these commodities are imported into Goa from neighbouring areas and the cost of these items is slightly higher than in Bombay. The Union has then proceeded to justify each of the demands. I will set out the grounds while dealing with each of the demands.

3. The company has put in their written statement and raised the following contentions: The industrial dispute which is the subject matter of this reference relates to the workmen employed by the company in its head office at Campal, Panaji and its stores situated at Margao and Panaji respectively. None of the other establishment of the company is concerned in this reference. The company points out that originally it was engaged in shipping agency work and subsequently it started other activities such as mining and exports of iron ore etc., but these activities were started only during the last ten years. Although the company is of long standing it is not true that the activities of the company have increased enormously. It is however necessary to appreciate that this company had to diversify its activities from a long term point of view. It is not true that the company has started other companies mentioned by the union, out of the profits earned by it. Dempo Steamships Ltd. is a public limited company of which the directors of this company are the shareholders and the shares have been purchased by them out of their personal funds. The Dempo Steamships Ltd., has been mainly financed directly by loan from the Shipping Development Fund Committee of the Government of India and as such has no relation with this company and has a separate Board of Directors with a Government nominee. Dempo Brothers Private Limited is an entirely separate private limited company having its registered office in Bombay with indepen-



dent business since January 1950. It is also not true that the assets of this company are literally innumerable. The company has submitted that this is a vague and general statement and cannot be relied upon for determining the financial capacity of the company. The company would produce its audited balance sheets and profit and loss accounts for the years 1963-64 to 1965-66 at the hearing under confidential cover to be treated as confidential under Sec. 21 of the Industrial Disputes Act. It is not true that the service conditions of the employees have remained stagnant during all these years. Until the year 1961 the Goa Territory was under the dominion of Portuguese rule. It will not be fair and reasonable to take into account the position which existed at that time. It is pertinent to refer to the position which came into existence from 1962 onwards, that is after the liberation of Goa from Portuguese rule. The company has then referred to the cases of the three persons mentioned by the Union in their statement of claim viz 1) Mr. A. S. Monteiro. According to the company he has studied upto the 4th standard and although he knows Portuguese language, he neither can draft letters in English nor in Portuguese. Although he has no suitable educational qualifications or any special skill the company had to absorb his services, when it took over the agency business from the Bombay Steam Navigation Co. Ltd., Bombay, in 1950. Since he is above 60 years he will be retiring from the company's service with effect from 31-3-1967 and he has been informed to that effect by the company. (2) As regards Mr. S. Navelkar he has studied only up to sixth standard and he does ordinary and simple clerical work which does not involve any responsibility. (3) As regards Shri Uttam Xette, he is an ordinary peon and he is mainly engaged for the preparation of tea for the members of the staff. The company admits that the salaries which have been mentioned by the Union in the statement of claim against the names of the employees concerned are all inclusive and no separate allowance is paid to them. The company however has pointed out that the persons named above have been given increments from time to time and that is how they have reached the present salary. The company has submitted that it is clear that the Union's statement that the service conditions of the employees have more or less remained stagnant is not true and is not borne out by the facts. The company has denied that it earned huge profits up to the liberation of Goa and thereafter and yet has not paid any bonus to the employees until it was made compulsory under the payment of Bonus Act as alleged. The company asserts that it has voluntarily paid bonus equivalent to one month's salary that is 81/3% of the total salary drawn by the employees for the year 1963-64. The company has denied that the cost of living in Goa is increasing rapidly and that at present the cost of living for an average man in Panaji is costlier than in Bombay. They have however conceded that there has been some rise in the cost of living, but it cannot be seriously stated that the cost of living in Panaji is higher than in Bombay. They have pointed out that the employees serving in the company are mostly staying in Panaji proper and those who come from out-side hail from villages which are in the neighbourhood of Panaji. Most of the employees are having their own houses and have also their own agricultural income. Some of the food articles are locally available in abundance at reasonable rates and even transport is much cheaper than in big cities like Bombay. The company states that the salary scales introduced with effect from 1st January 1963 are still in operation. These scales are on consolidated basis. They have asserted that the staff has been graded according to the nature of work performed by them and given appropriate salary scales. The company has submitted that while grading the employees and fixing them in salary scales the management has taken into consideration the nature of work performed by them, the experience of individual employees and other relevant factors. They have also taken into account the prevailing rates of salaries in various other firms engaged in similar types of activities in the area. According to the company the staff concerned had accepted the salary scales at the time they were introduced in January 1963 without any protest. This according to the company shows that they did so with full knowledge that the salary scales and grades given to them by the management in January 1963 were appropriate to their duties and their experience. The company states that there is no substance in the Union's statement that the company had introduced the scales in 1963 without any scientific study of the principles of wage fixation, or in the Union's contention that these scales which were introduced by the company in 1963 were not worked out on a proper basis and that the wage differentials for different categories were not fixed after taking into account the qualifications, the skill involved in various jobs etc. According to the company most of the jobs done in the office are routine clerical jobs and the employees concerned are not required to show any special skill in the performance of their duties. A large number of

employees are without any suitable educational qualifications and it is difficult for them to take over any additional responsibility or to do any other clerical work which they have not done before. The company asserts that various articles which form a regular feature of the diet of the employees are locally available in abundance. For instance fish is a local product and is considered to be the staple food of Goa but such is not the case with mutton since it cannot be said that it is the staple part of the food. Even alcohols cannot be considered as a regular item of the consumption pattern. The company has pointed out that the consumption of alcohols and liquors is against the directive principle of the Constitution and that it is the policy of the Central Government to introduce prohibition in the territories under its control, irrespective of past traditions. As regards other commodities such as pulses, fruits, vegetables, etc. the company has admitted that some of these commodities are supplemented from sources outside Goa but so is the case in big places like Bombay, Poona, Nagpur, etc. Even the Union has stated that the cost of these items is slightly higher than the prices prevailing in Bombay. Therefore the company says that it is not necessary to give undue weightage to the submissions made by the union. According to the company it is not proper to compare Panaji with Bombay which is the commercial capital of India and which is also one of the largest cities in India. The total population of Panaji is only 20,000 while the total population of Goa is about six lacks. The company has then proceeded to reply to the justifications of the Union on each of the demands. Those will be dealt with at the proper place while dealing with the respective demands.

4. I think it will be more convenient to deal with demands Nos. 1 and 2 together. The demands are as follows:

**Demand No. 1 Gradation:** The company should introduce the scales of wages as referred in Annexure A for the employees working in the company. The scales should be introduced with retrospective effect from 1-1-1965. The present salaries of the employees should be fixed in the above grade by up-grading wherever necessary and the employees be given further increments as indicated below:

(a) Those who have completed more than one year service will be given one increment. Those who have completed more than one year service but less than two years should be given two increments. Those who have completed two years but less than five years should be given three increments and all other employees should be given four increments.

**Demand No. 2: Allowances:**

(a) All the employees should be given dearness allowance at the rate of 75% of their salaries or as shown hereunder:

From Re: 1/- to Rs. 150 .....	Rs. 70%
From Rs. 151 to Rs. 500 .....	Rs. 50%

(b) The Typists and Telephone Operators should be given Rs. 20 per month as machine allowance. The Cashiers should be paid also Rs. 20 a month as cash handling allowance.

#### ANNEXURE 'A'

##### Grades

I. Senior Assistants or Steno Secretaries		Rs. 450-25-700-30-850
II. Junior Assistants or Stenographers, Cashiers	A	Rs. 400-20-600-25-725
Sales Assistants	B	Rs. 350-20-550-25-675
		Rs. 300-15-450-20-550
III. Senior Clerks or Senior Typists	A	Rs. 350-15-500-20-600
	B	Rs. 325-15-475-20-575
IV. Junior Clerks Salesmen	A	Rs. 250-10-350-15-425
	B	Rs. 225-10-325-15-400
V. Peons (Senior)	A	Rs. 135-5-185-9-230
Peons (Junior)	B	Rs. 130-5-180-9-225
VI. Drivers (Car)		Rs. 200-5-250-10-300
Drivers (Truck)		Rs. 225-5-275-10-325.

5. In the statement of claim the Union has given the following grounds to justify its claim: A clerk in Govt. service in Goa, it says, draws a salary of Rs. 215 p. m. The grades and scales of employees working in the company have to be fixed in the light of the ever increasing cost of living and there should be adequate increments to provide for increased

responsibilities of a family life. There is no system of paying dearness allowance in this company. The wage scales fixed by the company in 1963 are totally inadequate. A junior clerk drawing Rs. 100 in 1960 got only an increase of Rs. 45 upto 1967. While Messrs. Chougule & Co. operating in the same region also fixed the scales and grades for their employees they granted some allowance over and above to meet the rise in the cost of living. That apart the union says that Chougule and Co. have started a fair price shop where the employees get consumer articles and ration at 1957 price level. The Union says that there is no cost of living index compiled for the region nor have any wages been fixed by a Tribunal or by any other independent body in any company so far. The wages paid at present in comparable concerns are unilaterally fixed by the management of those concerns while their employees have been agitating for revision of the scales on a scientific basis. The Union has implied that comparing one unsatisfactory wage with another would be moving in a vicious circle. The Union has therefore submitted that after taking into consideration the cost for the various necessities of life and if prices prevailing in Bombay and Panjim are compared it will be found that the demands put forward by the Union are reasonable and should therefore be granted. The Union has also stated that the wages prevailing have been very low and therefore the employees are entitled to adjustment increments demanded by the Union. As regards the demand for dearness allowance the Union has submitted that the Government of the territory has not taken any steps for publishing the monthly index numbers, that for all practical purposes the living pattern in Goa can be compared with that of Bombay except the additional cost incurred by Goans for fish, coconuts and reasonable comforts. The Union has suggested that the slab system of dearness allowance paid in large companies in Bombay should be adopted for the Goa region with an increase of 5% to offset the additional cost incurred on special items like fish etc. This according to the Union would to a certain extent offset the present cost of living in Goa provisionally. It is therefore submitted that the demand for dearness allowance made by the Union initially is quite reasonable and should be awarded with suitable modifications, if necessary.

6. To this, the company in their written statement has replied as follows: It has denied that a clerk in Govt. service in Goa draws a salary of Rs. 315 p. m. The company has submitted that for Govt. service the requisite qualification is a must and candidates are selected through the public service commission or by an independent agency. The company submits that a large number of its employees are without any educational qualification. The company says that it granted the present scales from 1.1.1963 and has been giving increments to its employees regularly to help them to make provision for increased responsibility of their family life. The company says that it did not introduce a system of paying dearness allowance as there is no such practice in the Goa area and also because consolidated wages have a decidedly better advantage in respect of increments, provident fund contributions etc. The company asserts that its existing wages compare favourably with what is paid by other employers in the area. The company has denied that Chougule and Co. pays separate dearness allowance. It says that a part of the consolidated wage is shown separately and called dearness allowance. The company has also denied that the employees of Chougule & Co. at their fair price shop get consumer articles and ration at 1957 price level. Admitting that the cost of living index numbers have not been compiled for the area and although the wages for any of the establishments in the territory have not been revised by Award of a Tribunal or by any independent body, the company still asserts that these facts cannot be the sole determining factor for deciding whether any departure from the principle of industry-cum-region should be made. The company has stated that it would not be proper to compare the cost of living at places such as Bombay with that at Panjim. The company asserts that the cost of living in Goa is much lower than that at Bombay in view of the fact that most of the commodities which enter into the consumption pattern of the employees are locally available in abundance. The company has stated that in the absence of an index series for the territory a separate scheme of dearness allowance should not be introduced. The company has also stated that it would not be proper to award the slab system of dearness allowance prevailing in Bombay in the large companies or that such scheme of dearness allowance should be made applicable to this company with a 5% increase over and above for special items as demanded by the Union. The company has stated that the present system of paying conso-

olidated wages should not be disturbed and the demand of the union should be rejected.

7. At the hearing Shri Madhan Phadnis laid considerable stress on two aspects. The first as regards the peculiar conditions prevailing in the Goa territory and the second relating to the financial position of the employer company. Reference was made to the Techno-economic Survey of Goa, Daman & Diu conducted by the National Council of Applied Economic Research and in particular to paragraphs 1.72, 1.73, 1.79, 1.82, 1.83 and 1.92. At paragraph 1.72 referring to the state of the economy prevailing before the integration of Goa with the rest of India the report says that 'the mainstay of the economy was agriculture. It provided the means of livelihood to about two-thirds of the population. Mining activity was undeveloped. The per capital income were low. As a result, a large number among the adult population migrated in search of jobs to Bombay and nearby cities and towns in the Indian Union. It is reported that about 2,00,000 Goans (about 30% of the population in the territory) are earning their livelihood outside Goa. Migration on such a large scale is a characteristic feature of the whole Konkan tract of which Goa forms a part.' At para 1.73 the report says:

"The territory depended on imports from India for the supply of foodgrains, fruits, vegetables, soap, textiles, tea, tobacco, coal and several other articles of daily use. The export market for its own products, such as, fresh fish, betelnuts, salt, coconuts, etc., was almost entirely in the adjoining Indian territory. The Indian Union accounted for about 20% of the imports and over 40% of the exports of Goa, Daman & Diu".

Referring to current problems the report at para 1.79 states:

"The liberation of the territory in December 1961 has created a host of economic and administrative problems. The problem of economic integration has not been made any easier by the structural changes that have occurred in the economy of the territory between 1955 and 1961. Policy decisions affecting the export-import trade, tariffs, free movement of goods from and to the mainland, development of natural resources, financial reforms, etc., had to be made".

At para 1.82 the report has discussed the question of prices and is of some importance. It says:

"The major impact of these decisions has been on the prices. Tightening of import control raised the prices of all the imported consumer goods. Free flow of articles of Goan origin into the rest of the country raised the prices of coconut and arecanut. Prices of foodgrains and vegetables came down slightly, but the fall was insignificant, compared to the rise in the prices of other items of household consumption."

At para 1.83 the report continues:

"In spite of the relaxation on imports of Indian goods, the prices of Indian manufactured goods are, on an average, 30 to 50 per cent higher than the imported varieties which have themselves registered a steep rise. Surprisingly, the Indian goods are being sold at prices well above those obtaining in other parts of the country. Perhaps, this might be due to market imperfections and it is to be hoped that the prices of Indian goods will come down to the all-India level, as more information on the Indian sources or supply becomes available to the local traders."

Discussing the long term effects the report proceeds to say at para 1.92 as follows:

"The inflow of labour into the territory might depress the level of wages. The employment opportunities in mining industry are likely to attract labour from outside. Even earlier, mine-owners had a preference for non-Goan labour. If this happens the local labour force may be thrown back to the agricultural sector which suffers from low productivity."

Shri Madan Phadnis then dealt with the second aspect namely the financial position of the company. The company has produced its balance sheets at Exhibits C/1 to Ex. C/5 for the years 1962-63 to 1967-68. As they have been filed under the seal of confidence it is not possible to disclose all the figures here. I have closely studied the balance sheets with particular interest as to the share capital, general re-

serves, assets, investments, depreciation, profits made etc. It is sufficient to observe that the company has made good progress and has been making better progress from year to year and it must be held that this company has the capacity to pay a fair wage to its employees. Mr. Phadke on behalf of the company has frankly admitted that he did not dispute the capacity of the company to pay reasonable wages to its workmen. From this point of view also it is not necessary to refer to the balance sheets and profit and loss accounts of the company in great detail.

8. The second line of argument pursued on behalf of the Union is that this company has been expanding. For that purpose the Union has produced a statement at Ex. U/1, showing the lines of business directly under the company. They are (1) Mining, (2) Agencies (Airlines & Shipping), (3) Importers, (4) Exporters (iron ore), (5) Barge Owners (22 barges), (6) Stevedoring, (7) Laboratory, (8) River Fleet Section, (9) Stores (two in Panjim and one in Margao) and (10) Marketing Division. The company has denied that it has started other companies named by the Union in their written statement out of the profits earned by this company. They have however conceded the position that they have gone on diversifying their activities.

9. Dealing with the peculiar conditions prevailing in the Goa Territory I may refer to Ex. U/2 filed by the Union showing comparative price figures for Bombay and Goa for the period June 1968 to March 1969. The Bombay prices have been taken from the Indian Labour Journal of October 1968 and the prices for the same items have been taken from

the Official Bulletin of June 1968. Shri Phadke complained that the articles mentioned in the statement at Ex. U/2 are selective articles and the mere fact that the prices for these articles are on par with the Bombay prices or even higher than the Bombay prices is not sufficient to prove that the cost of living index is higher or is on par with the cost of living in Bombay. Shri Phadke complained that there has been no cost of living price index numbers published so far by the Government of Goa, Daman and Diu and unless that is done it is difficult to institute comparison between the levels of prices of important articles prevailing in Goa territory and elsewhere.

10. With these general observations I may now proceed to discuss the specific demands. Demand No. 1 is for gradation and says that the company shall introduce the scales of wages referred to in Annexure 'A' for the employees working in the company, with retrospective effect from 1-1-1965 and that the present salaries of the employees should be fixed in the above grade by up-grading wherever necessary and the employees should be given further increment as indicated below: Those who have completed more than 1 year service should be given one increment, those who have completed more than one year service but less than 2 years should be given two increments, those who have completed 2 years but less than 5 years should be given 3 increments and all other employees should be given four increments. The existing salary scales brought into effect by the company from 1st January 1963 are consolidated and inclusive of all allowances. I have set out these blow side by side with the grades and scales commanded by the Union:

Designation	Existing Grades	Grades demanded.
I Sr. Assistants & Sr. Steno-Secretaries	A Rs. 250-25-500-25-625 B Rs. 200-20-400-25-525	Rs. 450-25-700-30-850
II Jr. Assistants & Stenographers *	A Rs. 200-15-350-20-450 B Rs. 175-15-325-20-425 C Rs. 150-15-300-20-400	A Rs. 400-20-600-25-725 B Rs. 350-20-550-25-675 C Rs. 300-15-450-20-550
III Senior Clerks & Senior Typists	A Rs. 150-10-250-15-325 B Rs. 125-10-225-15-300	A Rs. 350-15-500-20-600 B Rs. 325-15-475-20-575
IV Junior Clerks & Typists **	A Rs. 125-7.50-200-10-250 B Rs. 100-7.50-175-10-225	A Rs. 250-10-360-15-425 B Rs. 225-10-325-15-400
V Peons ***	A Rs. 75-4-115-5-140 B Rs. 60-4-100-5-125	A Rs. 135-5-185-9-230 B Rs. 130-5-180-9-225
VI Car Drivers @	A Rs. 120-5-170-5-195	Rs. 200-5-250-10-300 Rs. 225-5-275-10-325

\* The Union has included cashiers and Sales Assistants along with Jr. Assistants and Stenographers.

\*\* The Union has asked these grades for Junior Clerks and Salesmen.

\*\*\* The Union has divided the peons into two classes Senior and Junior and asked for separate grades for them.

@ Likewise the Car Drivers have been divided into two classes Drivers of cars and Drivers of Truck and the Union has asked for the higher grade for the Truck Drivers.

It will thus be noticed that Senior Assistants and Senior Steno-Secretaries whose existing minimum is Rs. 250/- and Rs. 200/- respectively the Union has demanded a starting salary of Rs. 450/-. For the Junior Assistants and Stenographers are at present placed in 3 grades A, B and C. The Union wants only two grades A & B. The starting salary of Grade A is Rs. 200/-, of Grade B Rs. 175/- and Grade C Rs. 150/- while the Union has demanded a starting salary of Rs. 400/- for grade A, Rs. 350/- for Grade B and Rs. 300/- for grade C. For the Senior Clerks and Sr. Typists the starting salary is Rs. 150/- and Rs. 125/- as against that the Union has demanded Rs. 350/- and Rs. 325/-, respectively. For the Junior Clerks and Typists the company gives a start of Rs. 125/- and Rs. 100/- respectively while the Union has demanded Rs. 250/- and Rs. 225/- respectively. The company has only one category of peons for whom 2 different grades have been given with a minimum of Rs. 75/- and Rs. 60/- while the Union has called the peons Senior and Junior and demanded a minimum start for them of Rs. 135/- and Rs. 130/- respectively. Similarly for car drivers the company gives a start of Rs. 120/- while the Union has demanded two scales for the car and the truck drivers with a minimum of Rs. 200/- and Rs. 225/- respectively. The company pointed out that it has no truck drivers. Shri Madan Phadnis conceded this position and dropped the demand for truck drivers. It is significant that the Union has demanded almost double the salary grades which are in existence and which were brought into effect by the company from 1st January 1963. It is to be noted that whereas the company fixed the scales

in 1963 on a consolidated basis that is all inclusive, the Union wants separate dearness allowance, in addition to the very high rise in the salary scales as demanded by them. This shows that the demands of the Union are on the side of extravagance and cannot be conceded in toto.

11. On behalf of the Union it is submitted as follows: (1) An ordinary clerk in Govt. service in Goa earns more than Rs. 215/- per month. There is complete security of tenure in Government service and there is also provision for provident fund pension and other retiral benefits and amenities. (2) The Union complains that there are no adequate increments nor any provision for meeting the increased responsibilities falling upon the workmen. (3) M/s. Chougule and Co. Pvt. Ltd., have fixed the grades and in addition to the grades and scales they have provided certain allowance to offset the rise in the cost of living, besides providing for fair price shop where the employees get consumer articles and ration at 1957 price level. (3) It would not be proper to follow the principle of region-cum-industry as this principle cannot be applied for the simple reason that the State Govt. has not carried out so far the family budget survey in this area nor has any cost of living index been prepared and there are no decision of Industrial Tribunals in comparable concerns to form a guide-line. (4) The basis of its demand is the average requirement of the white collar workers. Considering the price levels for such items as house rent, transport, price of meals, the cost of milk and other articles, it would be necessary to fix the grades and scales on the basis of these

prevailing in the larger companies in Bombay and the workers should also be given adjustment increments for the number of years service put in by them.

12. The company has contented itself by denying that an ordinary clerk in Govt. service in Goa draws more than Rs. 215/- per month. According to them most of the employees are without any educational qualifications and such persons would never be employed in Govt. service. The company has introduced a scheme of provident fund at the rate of 8.1/3% since 1-1-1964. From time to time the company says that it has granted increments to its employees and incremental scales have been prevailing since 1-1-1963. Prior to that the company used to grant increments on its own to the employees. The company has not introduced any scheme of dearness allowance as there is no such practice prevails in the Goa area. The consolidated wages paid by the company are in consonance with the general practice prevailing in the Goa region. Even M/s. Chougule and Co. does not pay separate dearness allowance and the salaries prevailing in that company are also on consolidated basis. It is necessary to compare the total emoluments existing in comparable concerns with a view to find out whether the salary scales in a particular company should be revised. The salary scales prevailing in this company compare very favourably with those prevailing in other comparable concerns. The company denies that Chougule & Co. are supplying to their employees consumer articles at 1957 price levels. The company asserts that no comparable concern in Goa region has set up fair price shops for their employees. It is not proper to take certain special features existing in a particular concern. The company has denied its capacity to give a need based minimum wage. It says that no such practice prevails in any other comparable concern in Goa. They have asserted that the principle of industry-cum-region must be applied to the Goa territory. They have refuted the Union's contention that because there is no family living survey made in this region it is not necessary to follow the principle of region-cum-industry. The company has stated that although the wages and conditions of service were introduced from 1-1-1963 it is only in the second half of 1966 that the members of the staff made demands and raised the dispute. Dealing with the Union's contention about the cost of transport the company says that the figures quoted by the Union are exorbitant. According to the company a large number of its employees bring their own tiffin in the morning when they attend their duties and a number of their employees have their own houses in the neighbourhood of Panjim and many of them are local residents of Goa and not out-siders who have to seek accommodation on rental basis. It is not proper to compare the cost of living in places such as Bombay and Panaji, in view of the fact that Bombay is the biggest commercial city not only in India but in the whole of South East Asia. The company has also denied that its existing wage-scales have remained unchanged for a long period. They have further denied that the employees have not been given adequate wages or increments. In view of this according to the company the Union has made out no case for granting additional increments or for revision of the existing wage-scales. The company has relied upon certain statements produced by it at Ex.C/11 showing the prices of certain commodities in the open market as per the monthly bulletin issued by the Civil Supplies Dept. of the Govt. of Goa, Daman and Diu. The figures relate to the prices of different articles prevailing for all the months of 1968 and 1969 and not for just a few months as given by the Union. The Union has on the other hand in its statement selected only certain articles at certain times of the year.

13. Since the wage-scales prevailing in this company are consolidated if one has to make a comparison with the scales prevailing in other concerns in the same region that can be done only on the basis of total emoluments. But before going into this question it is necessary to deal with the dearness allowance demanded by the Union. The Union has demanded that the employees should be given dearness allowance at the rate of 75% of their salaries or on the following basis:

From Rs. 1 to Rs. 150 .....	Rs. 75%
From Rs. 151 to Rs. 500 .....	Rs. 50%

The case of the Union that since the living pattern in Goa is comparable with that of Bombay and since the local Government have taken no steps for constructing the consumer cost of living index numbers the rate of dearness allowance should be on the same pattern as the one prevailing in A. Class companies in Bombay. In other words the Union has asked for the introduction of the slab system of dear-

ness allowance and for a further increase of 5% on the slab system. The company's reply is that the cost of living in Goa is much lower than the one prevailing in Bombay. With a view to counter the contention of the Union that because the cost of living index has not been constructed for this region a comparison with the pattern of dearness allowance prevailing in Bombay can be made, the company has pointed out that Goa territory is a small territory and most of the commodities which enter into the consumption pattern of the employees are locally available in abundance. They have characterised the demand for an additional 5% increase over the rates prevailing in Bombay as unreasonable. The company says that a large number of the employees have their own coconut trees and paddy fields. The company has strongly resisted this demand and opposed the introduction of a separate scheme of dearness allowance thus making an innovation over the prevailing practice.

14. It is an admitted fact that all the concerns in Goa have fixed consolidated wage scales for their employees. Further more there are no price index series to ascertain what rise will effect the increase in the cost of living since the index figures have not yet been constructed for the territory of Goa. The task of splitting the existing consolidated wages into two components is also beset with a number of difficulties. In fact it would be a retrograde step. Therefore I do not propose to make a departure from the existing practice and I propose to prescribe consolidated wages all inclusive. The only question which remains for consideration is what should be the consolidated wage scales. There is one more advantage in favour of consolidated wages in that the rates of increments are usually much higher than those where basic wages are prescribed. As a matter of fact the ideal should be to prescribe consolidated wages for all the employees in all sectors and in all parts of the country. The company has placed no material on the record to show the total wages prevailing in other concerns in the region. The Union has filed 3 statements: (1) Ex. U/3 relates to the wage-scales in different concerns in the Goa region in respect of clerks and the subordinate staff. (2) Exhibit U/12 shows the total emoluments of peons in different concerns in Goa and (3) Exhibit U/13 shows the total emoluments of stenographers in different concerns in Goa region. The Union has also filed Ex. U/14 showing the total emoluments of clerks in different concerns and in particular they have referred to the emoluments in Banks, Life Insurance Corporation, Mormugao Port Trust, Iron ore mining Industry Wage Board, Chougule and Co. and the Govt. of India offices. Exhibit U/15 gives the names of the Banks who have their branch offices in Goa territory. These include most of the major banks which have now been nationalised as also some banks in the co-operative sector such as Goa State Co-operative Bank Ltd., Goa Urban Co-operative Bank Ltd., and Bank of Belgaum. According to Ex. U/14 the minimum-maximum for a Junior Clerk in this company ranges between Rs. 100 to 225 and that for a Senior Clerk from Rs. 125 to Rs. 325. For the same categories in the «B» Class Banks the minimum-maximum ranges between Rs. 224-48 to Rs. 623-76 and in «C» Class Banks from Rs. 206-08 to Rs. 568-56. The difference is all the greater when compared to what is paid by the Life Insurance Corporation of India where the minimum-maximum for a Junior Clerk ranges between Rs. 247-25 to Rs. 690 and that for the Senior Clerk from Rs. 356-75 to Rs. 871. Again the Marmagao Port Trust pays a total minimum salary of Rs. 236 for a Junior Clerk and Rs. 356-80 at the maximum level. The minimum-maximum for the Senior Clerk in the Marmagao Port Trust is Rs. 258-20 and Rs. 486-80. According to the recommendations of the Iron Ore Mining Industry Wage Board for the 3 categories of clerks the total emoluments at the minimum-maximum levels come to Rs. 217 and Rs. 392, Rs. 292 and Rs. 512 and Rs. 407 and Rs. 687. It appears that in M/s. Chougule & Co. there are 3 categories of clerks and the minimum-maximum of their total emolument is Rs. 207 and Rs. 287, Rs. 242 and Rs. 355 and Rs. 297 and Rs. 435. The clerical staff in the Govt. of India Offices are divided into L. D. C. (Lower division clerk) and U. D. C. (Upper division clerk). The minimum-maximum for the L. D. C. is Rs. 249-20 and Rs. 364 while that for the U. D. C. is Rs. 274-20 and Rs. 546-60. The company has filed at Exhibit C/12 its wage frequency statement which gives the name of the employees, education, designation, date of joining, salary at time of joining, salary in 1964, 1968 and 1969, present grade and the nature of work performed by the employee concerned. Shri Phadke contended that a number of the clerical staff serving with the company are non-matriculates, that a large number of them are more matriculates and only a few of those employed in recent times from 1967 are graduates. Shri Phadke urged that for Govt. service certain minimum qualifications



are prescribed. It would not be therefore proper for one to compare the wage-scales prevailing in Govt. or Semi-Govt. organisations with those prevailing in the present company. In Ex. C/12 the company has also given the cases of stenographers, Junior Assistants, Salesmen, Drivers & Peons. There is no doubt that education qualification necessary for a particular job is one of the important considerations in fixing the grades for the job. At the same time the mere fact that employees lack educational qualifications is no reason for making a discrimination between such employees and those who have the necessary qualifications. The Union has also given a statement showing the date of joining, designation, salary at joining and the present salary of the employees (Ex. U/10). It however appears that the statement is incomplete in so far as it covers only 64 workers whereas in Ex. C/12 of the company mention is made of all the 78 employees. The Union has also produced 2 more statements at Ex. U/12 showing the total emoluments paid to peons in different concerns and Ex. U/13 showing the total emoluments paid to the stenographers in the Goa region. I have closely studied these statements and I find that the total emoluments paid in this company are far below the total emoluments paid in the Banks, Life Insurance Corporation and the Mormogao Port Trust as also in Govt. of India offices. They are even below the emoluments recommended by the Wage Board for the Iron Ore Mining Industry. It is now settled law that so far as clerical work is concerned the nature of work is more less the same whether a clerk works in a small concern or a very large concern in the private sector whether he works in the Govt. Office, public sector or co-operative sector, a comparison can be made, the emphasis being on the region aspect of the industry-cum-region principle. It is equally well settled that there should not be great disparity in the wage-scales of the clerical staff to whatever sector they belong. At the same time we cannot ignore the fact that Banks, Life Insurance Corp., as well as the Govt. of India Offices are all-India organisations; I am therefore not in favour of bringing the wage-scales up to such an extent as to be in conformity with those prevailing in Government or Semi-Government organisations or to the level of wages prevailing in all-India organisations such as the Banks, Life Insurance Corporation etc. I would therefore prefer to make a more modest start by giving the minimum which is below the total emoluments in Government or Semi-Government Offices and the total emoluments prevailing in the private sector so far as the clerical and subordinate staff are concerned. So far as Chougule Company is concerned it is no doubt a private limited company. I was informed that it is one of the most prosperous concerns and that V. S. Dempo and Co. is in no way comparable to it. Unfortunately neither the company nor the Union has produced any statistical data before me regarding the financial position and the nature of business or the lines of businesses undertaken by Messrs. Chougule and Co. Pvt. Ltd. Furthermore it is necessary to note that the wage-scales paid by Chougule and Co. to its employees are not the result of judicial investigation. Taking all the above factors into consideration I award wage-scales for the different categories of workmen as follows:—

Junior Clerks and Salesmen	Rs. 185-7.50-200-10-250-12.50-275.
Senior Clerks and Senior Typists	Rs. 220-12.50-245-15-305-20-345-25-395.
Junior Assistants, Sales Assistants	Rs. 280-15-340-20-460.
Stenographers	Rs. 240-15-300-20-420.
Senior Assistants	Rs. 325-25-500-30-650.
Sr. Steno-Secretaries	Rs. 280-20-400-25-550.
Car Drivers	Rs. 165-7.50-240-10-250.
Peons.	Rs. 120-5-170-6-200.

The Cashiers should be put in the Senior Clerks Grade.

15. *Adjustments:* As stated earlier the wages prevailing in this company have been low. No doubt some increment was given to the workers from time to time but still the wages do not compare favourably with what is paid to clerks and the subordinate staff in other concerns in the region. This is therefore a fit case for granting adjustment as also adjustment increments to bring up the level of wages of the employees. I therefore direct that 50% of the difference between minimum of the existing scale and the minimum of the prescribed scale for the respective categories should be added to the wages of the workmen as on 1-1-1970. Those who fall below the minimum of the scales prescribed should be brought up to the minimum, and those who fall above the minimum

but are not in the stop of the prescribed scale for their category should be stepped up to the next higher stage. Those who have completed 2 years of service but less than 4 years shall be given one additional increment in the revised scale and those who have completed 4 years or more shall be given 2 additional increments in the prescribed scale. Two additional increments shall be the maximum. No additional increment has been prescribed for the workers who have put in less than 2 years service. By reason of this award and the adjustments prescribed no worker shall be allowed to cross the maximum of the scale prescribed for his category, but in case any worker is already in receipt of a salary which is more than the maximum prescribed for his category he shall not be adversely affected. The Union has demanded that retrospective effect should be given from 1-1-1965. The joint reference for adjudication of the dispute under Sec. 10(2) of the Act was signed by the parties on 27-1-1967 and 3 years have since elapsed. Granting retrospective effect from 1-1-65 as demanded is out of question. I think that effect should be granted to the wage scales and the adjustments from first July 1967. I therefore grant retrospective effect from first July 1967 and direct that the difference between what has been paid and what is payable under this award shall be paid to the workers within 2 months from the date this award becomes enforceable.

16. Demand No. 2(b) is as follows:

The typists and telephone operators should be given Rs. 20/- per month as machine allowance. The Cashiers should be paid also Rs. 20/- per month as cash handling allowance.

The Union has in its statement of claim justified this demand on the ground that the typists and telephone operators have to exercise extra care and caution which is involved in the job performed by them. The company has stated that the present emoluments of the categories have been fixed after taking into account the nature of the work done by them, that there is therefore no case for granting an extra allowance. In view of the improvements effected by me in the total emoluments of the workers as also in the rate and quantum of increments granted to them, there is no question of granting any allowance for the work done by the categories, of typists and telephone operators. The demand in their case is therefore rejected. As regards the cashiers the Union has demanded Rs. 20/- per month for them and for the disbursement clerks who go for payment on pay days. The company has denied that they have any such disbursement clerks in the establishments of the company. The Union has not brought any evidence on record as regards the pay disbursement cashiers. The demand made on behalf of this category is therefore rejected. However I find that there is one cashier mentioned in Ex. C/12 of the company who does the handling of petty cash and he is given an allowance of Rs. 50/- per month. He shall continue to get this allowance. The demand in respect of all other categories is rejected.

17. Demand No. 3 is as follows:

*Office Timings:* The office timings should immediately be changed as under:

9. a. m. to 1 p. m. and 2.30 p. m. to 5.30 p. m. on weekdays.

9. a. m. to 1 p. m. on Saturdays.

The present office timings according to the Union are from 9 a. m. to 12.30 p. m. and from 2.30 p. m. to 6 p. m. The Union says that this timing is not suitable for a number of the employees who have to attend the office from a distance of 8 to 10 miles and have to cross the Mandovi River. It gets very late for them to reach home after working hours. It is pointed out that the normal practice in Bombay and elsewhere is to reduce the recess hours and make the spread over shorter so that the employees can go home earlier without in any way affecting the efficiency of the office administration. It is also pointed out that most of the employees who have to come from a distance of 8 to 10 miles bring their own snacks or take their lunch in boarding houses. It is therefore necessary that the company should provide a tiffin room within the office premises and that until such time a portion of the office should be kept open during the afternoon recess so that the employees can pass their time under a shelter. Alternatively they have demanded that in case the present working hours are to be maintained then full off should be given on Saturdays.

18. In its written statement the company has confirmed the working hours of the clerical staff as mentioned by the Union and has added that the total working hours come to

42 per week. It has stated that the working hours for drivers and shop assistants is as follows:

9 a. m. to 1 p. m.	} Week days and Saturdays.
1 p. m. to 3 p. m. lunch interval	
3 p. m. to 7.30 p. m.	

The company states that these working hours for all categories is well within the statutory working hours. According to the company there is no case for reducing the working hours, especially when other comparable establishments of this region are also practically working on the same basis. They point out that a few of the employees come from neighbourhood places and they usually travel by bus or other public transport. The company says that the present office timings have been fixed after taking into consideration the convenience of the large majority of the employees. The company says that the rest interval of 2 hours has been fixed in accordance with custom. As regards the provision of a tiffin room for the employees the company says that it is not the subject matter of this reference. As regards fixing working hours on week days from 9 a. m. to 1 p. m. and from 2.30 to 5.30 p. m. the company says that such timings cannot be introduced as employees prefer to have 2 hours lunch interval instead of 1½ hours lunch interval. The company also points out that the timings suggested by the Union in its statement of claim are quite different from those which are mentioned in the demand. The company says that the total number of working hours have also not been clearly stated by the Union in its statement of claim. According to the Union's demand the total working hours per week would come to 39 whereas the case put forward by the Union in its statement of claim is for a working week of only 37 hours. In support of its demand the Union has filed Ex.U/11 which gives the office timings of different concerns in the Goa region. It is not necessary to refer to them here. No case has been made out by the union for a reduction of the working hours. In any case it is not the function of this Tribunal to fix office timings. The timings have been fixed as a result of custom, tradition and convenience of the parties. It is always open to the Union to discuss such matters with the management across the table and reach some understanding on such matters. All that this Tribunal can do is to consider the question as to whether the working hours are reasonable or not. I have no doubt that they are reasonable. Having regard to the fact that I have revised the wage-structure in the upward direction, there is no reason for the Union to demand a reduction in the working hours which are reasonable. However timings can always be fixed so as to suit the mutual convenience of the parties. The demand is rejected.

**19. Demand No. 4 is as follows:**

**Leave:** All the employees working with the company should be allowed the leave at following rate:

(a) Privilege leave at the rate of 30 days after completing one year of service. Privilege leave should be allowed to be accumulative upto 90 days.

(b) Sick leave at the rate of 15 days per year of service which should be allowed to be accumulative to 45 days.

(c) Casual leave at the rate of 10 days per year.

The Union has asked for privilege leave at the rate of 30 days after completing one year of service cumulative up to 90 days. They have also asked for sick leave at the rate of 15 days per year of service to be cumulative up to 45 days and casual leave at the rate of 10 days per year. At present the company is granting all employees annual leave of 30 days with wages. The Union in its statement of claim says that there is no separate provision for sick and casual leave though it is the universal practice to grant these facilities to the employees. The Union says that 30 days leave with wages which the company gives should be treated as privilege leave and directed to be made accumulative up to 90 days and in addition to that sick leave at the rate of 15 days per year of service should be allowed. It appears that the Employees State Insurance Scheme has not yet been made applicable to the Goa region and the Union has suggested that on the extension of the scheme to Goa region, the sick leave can be suitably modified. The Union has also asked that sick leave should be cumulative up to 45 days. The Union has submitted that its demand for 10 days casual leave is reasonable, in view of the fact that employees in Bombay get 15 days casual leave per year and the Govt. of the territory is also granting 12 days casual leave per year to its employees.

20. In its written statement the company has pointed out that the annual leave with wages of 30 days per year which it grants is allowed to be accumulated and that in comparable establishments in the region the practice is to allow 30 days leave inclusive of all kinds of leave. They have also stated that the leave facilities granted by them are in consonance with those prevailing in several other establishments. The company says that these is no case whatsoever for making any change so far as leave is concerned and the demand should therefore be rejected.

21. The Union has filed Ex. U/17 to show the leave facilities allowed in other establishments. There is no uniformity as regards leave entitlements given to the employees. No award has been produced as regards leave facilities made available to the employees. From Ex. U/17 it appears that Cesa Goa and V. M. Salgaokar give 15 days privilege leave per year for the first 3 years and then 30 days per year plus 15 days sick leave per year but no casual leave as such is granted. In the Banks the leave entitlements are 30 days privilege leave, 6 months on half pay sick leave for the entire service and 12 days casual leave. The Mormugao Port Trust grants 1 day's earned leave for 11 days worked, 10 days sick leave and 15 days casual leave. The Life Insurance Corporation gives 30 days privilege leave 6 months sick leave with full pay and 15 days casual leave while the Goa Govt. grants 21 days privilege leave, 21 days sick leave and 10 days casual leave, in a year. It appears that the Bombay Shops and Establishments Act has not been extended to this territory or made applicable. Under that Act all employees in Bombay get 21 days privilege leave which can be accumulated up to 42 days. I think for a start this Act can be made a model for this region. I therefore award 21 days privilege leave to the employees with a right to accumulate it up to 42 days. I think that in addition to earned leave or privilege leave some sick leave and casual leave is necessary so that the employees who have no leave to their credit do not lose their wages when they are compelled to remain away from work due to illness or for some unforeseen contingency. I therefore award 10 days sick leave with wages in a year to be availed of in cases of illness of the employee. A medical certificate would be necessary for illness of 2 days or more so that the leave is not abused. This leave will be allowed to be accumulated up to 30 days. On the introduction of the Employees State Insurance Scheme the sick leave benefit now granted will stand automatically abolished. As regards casual leave I award 5 days in a year. This leave will be non-cumulative and the employees will be entitled to avail of casual leave for unforeseen and emergent circumstances. The grant of this leave in other cases will be subject to the exigencies of the company's work and the employees cannot claim it as of right.

22. Demand No. 5 is for holidays: The Union has demand that the office of the company shall remain closed on all Bank Holidays, apart from this, 3 additional sectional holidays should be granted to the employees during the year. All the shops and establishments of the company shall be closed on all the industrial and commercial holidays declared by the State Govt. from time to time and 3 additional sectional holidays.

23. According to the Union the company is at present granting the following holidays:

January	1st and 26th	2 days
August	15th	1 day
August Ganesh	—	2 days
October Diwali	—	1 day
October	2nd	1 day
December	19th and 25th	2 days
Total .....		9 days

The Union says that the number of holidays granted by the company are inadequate to meet the festival needs of all the employees. According to the Union in Goa there are two distinct religious groups who celebrate festivals on different days. The Union has therefore requested for 3 sectional holidays on which the office can be continued while allowing a section of the employees to enjoy the holidays. This the Union says is particularly necessary in view of the peculiar conditions prevailing in the region. For example 3rd and 8th Dec. are the festival days for Catholics in Goa although they are not declared holidays anywhere else in India. The festival of Ganesh Chaturthi is celebrated on a large scale and unlike in other States the employees are given 2 days holidays in Goa. The Union has therefore requested that all

Bank Holidays observed by the Banks in Goa be declared as holidays for the company's staff. They have also demanded that all the shops and establishments of the company shall be closed on industrial and commercial holidays declared by the State Government from time to time. The company has stated that it gives holidays as per Annexure B (Ex. C/8). According to this exhibit the National and Religious Festival Holidays number 7 in a year. Besides this, Catholics get 8 sectional holidays and Hindus get 2 sectional holidays. The company says that these holidays are much in excess of those which are declared by the Goa Govt. and notified as in Ex. C/9. The company says that it has fixed the number and the days after taking into account the special requirements of a large number of its employees and that this practice is in vogue in this company for a fairly long time and has been working satisfactorily. The company therefore says that there is no case made out for a change or for an increase in the number of holidays as demanded by the union.

24. I think the demand for all Bank Holidays plus 3 additional sectional holidays is extravagant. It is high time that the number of holidays is restricted to reasonable limits. There is today an allround need for increase in production of wealth in the Country. I am therefore not prepared to encourage any demands for any increase in the number of holidays. What the company gives today will be continued. The demand is rejected.

25. Demand No. 6 is as follows:

**Medical Aid:** Every employee and his family should be allowed to have a free medical care and prescription at the cost of the company. The family includes wife, children and dependent parents.

In its statement of claim the Union has given the grounds in justification of these demands saying that it is the bounden duty of the employer to take every care of his employees. The State has also intervened and provided for medical care in the form of Employees State Insurance Scheme. This company is one of the biggest units in the Goa territory yet it has not provided any medical facilities for its employees. The Union has asked that the company should appoint a medical officer to whom all the employees and their families can refer for medical aid and all prescriptions prescribed by the Doctor should be available free of charges. The company has replied that the existing salaries of the employees have been fixed after taking into consideration reasonable expenses for medicines. They point out that it has been held in some cases by Tribunals that medical aid is the function of the State and private concerns should not be called upon to meet such expenses. As regards the Union's demand for medical aid for members of their families, the company says that this matter is not an industrial dispute and the demand for medical aid for family members is not maintainable. The Union has not produced any evidence to show that there is a practice prevailing in this region for giving medical aid facilities to the employees at the cost of the employer. As a matter of fact in a Welfare State it is the duty of the State to provide medical care and medical facilities to all citizens alike. It would be wrong on the part of the Tribunal to single out one concern whose case has come up before it to burden the employer with a scheme of medical relief or assistance for the benefit of the workman, however humane and humanitarian that object may be. I have discussed this question thread-bare at paras 4 and 5 of my award in the case of Indian Oxygen Co. Ltd. 1968 I.C.R. p. 84 and the relevant paras are at pages 86 to 90. It is not necessary to repeat here all that has been stated in that case. The demand is not justified and is therefore rejected.

26. Demand No. 7 Gratuity: All the employees should be allowed the gratuity payments as indicated below:

a) The employees who resign their services after completion of five years service and such of the employees who are discharged or retrenched by the company having five years service shall be paid gratuity at the rate of 15 days wages per year up to 10 years.

b) Those employees who resign or are discharged, retrenched after 10 years of service shall be allowed 20 days gratuity per year of service up to 15 years.

c) After 15 years of service, all the employees should be paid one month's gratuity per year of service up to a maximum of 20 months. The employees will receive the gratuity at the above rates irrespective of their minimum service in case of the death occurs while in service.

The Union has justified the claim to gratuity on the ground that the company has no system of paying gratuity although it is a long established practice in India. It has further stated that there are a few employees who are working in the company for more than 15 years and a few have retired in recent years without getting any retiral benefits. The Union says that gratuity is a payment or a provision meant for the employee in his old age. The Union says that this is a fit case for not only providing for a reasonable scheme of gratuity but also for giving retrospective effect from 1-1-1965. The Union says that every employee who has resigned or has been discharged or retrenched by the company after 5 years service must be paid gratuity at the rate of 15 days wages per year of service and the wages should be inclusive of dearness allowance if any. The Union also says that those who have put in 10 years or more of service should be given 20 days gratuity for each year of service and those who have completed service of 15 years or more should be paid gratuity at the rate of one month's wages per year of service with a ceiling of 20 months. The Union has stated that the trend up to 1960 was to grant 15 months gratuity as the maximum. However since the award of the Industrial Tribunal in Polson Ltd. the maximum amount of gratuity available to the employees has now been raised to 20 months wages. The Union says that the scheme of provident fund has been introduced in the company only recently and the employees would get a negligible amount under the scheme at the time of their retirement. In their written statement the company has stated that the employees concerned in this reference are covered under the provident fund scheme which the company has voluntarily introduced. The rate of contribution is 8.1/3rd% of consolidated salary. It further says that the company's scheme is much better than similar schemes existing in other comparable concerns in the region. The company has further stated that in the Goa region there is no practice of granting gratuity over and above provident fund by way of retiral benefit to the employees. The company says that in view of this position there is no case whatever for the introduction of an additional retirement benefit in the form of gratuity scheme. They have further pointed out that a large number of their employees who are concerned in this reference have put in long years of service and if a gratuity scheme is introduced it would entail heavy financial burden upon the company. It appears that the practice of introducing a gratuity scheme does not prevail in this region. In the Bombay region the practice of paying gratuity is a common phenomena. It is true that this company has recently introduced a provident fund scheme and that too voluntarily but the benefit under such a scheme would be marginal as it has been introduced only recently. Apart from that, it is well settled that a scheme of provident fund is not an alternative to gratuity scheme. The practice of both provident fund scheme as well as gratuity scheme have come into vogue in most of the prosperous concerns in Bombay and other place. So long as the company is well established and has a good future prospect there is no reason why a scheme of gratuity should not be introduced. However considering that the company has not been making a provision in this respect, that the employees have put in long service and that consolidated wages are being paid in the company, I propose to award a modest scheme of gratuity. I therefore direct the company to pay gratuity to its employees as follows:

1. On the death of an employee while in the service of the company or on his becoming mentally or physically incapable of continuing in the employment of the company 7½ days wages per year of service subject to a maximum of 7½ months, to be paid to his heirs, legal representatives or nominees as the case may be.

2. On voluntary retirement or resignation after 15 years service gratuity shall be paid at the rate prescribed in clause (1) above.

3. On discharge or termination of service except for misconduct or on retrenchment after 10 completed years of service 7½ days wages per year of service subject to a maximum of 7½ months or retrenchment compensation whichever is higher.

Service for purposes of gratuity will be the entire service of the employee from the day he joined the employment of the company. Salary for the purposes of gratuity shall be the consolidated wages as prescribed and paid to the employee on the basis of his last pay drawn preceding death, or disability retirement, resignation or termination of service as the case may be.

As the Union has claimed that even those who have retired should be paid gratuity I would like to make it clear that this benefit is granted prospectively.



27. Demand No. 8 is for House rent and is as follows:

Every employee should be allowed Rs. 25/- or 8% of his/her salary as house rent allowance whichever is higher.

The Union has in its statement of claim stated that it is only a few privileged employees who are at present paid house rent allowance and that this discriminatory and unfair practice must be regularised. The Union has demanded a minimum house rent allowance of Rs. 25/- or 8% of the wages and stated that this is the rate at which the same benefit is granted to Government employees in Goa region. The company has in its written statement contended that this is not an industrial dispute within the meaning of the Industrial Disputes Act. Without prejudice to this contention they have submitted that the element of house rent has been included in fixing the wages of the employees. It has pointed out that the Supreme Court and other courts have held that there is no question of granting any house rent separately for the reason that the salary fixed for the employees includes a reasonable portion of expenses incurred by them on housing. They have also pointed out that 8 of the employees who fall outside the scope of the definition of workman in the Industrial Disputes Act get the benefit of house rent allowance. It is also stated that there is no practice of giving house rent allowance separately in the Goa region. I do not think that any case has been made out by the Union for granting house rent allowance to the employees. The responsibility for providing accommodation is that of the State and that obligation cannot be thrown on the shoulders of the employer. It is an amenity which the employer may provide in his discretion. He can give it in the form of accommodation or house rent allowance. The company has pointed out that a number of the employees hail from Panjim area while others who come from nearby villages have their own accommodation. The Union has not been able to controvert this position, in fact it has indirectly admitted that most of the employees living in the nearby areas or villages travel from there to Panjim for work and reach home late because of the office timings. This seems to support the company's case that they have their own accommodation. The demand for house rent allowance is rejected.

28. This completes the reference.

Sd/-

V. A. NAIK

Bombay, February, 24th 1970. Industrial Tribunal  
(AF).

By order and in the name of the Administrator of Goa,  
Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Dated 4th April, 1970.

Order

LC/1-(135)/67(IT-7)/68

The following Award given by the Industrial Tribunal, on an Industrial Dispute between M/s. Fabril Gasosa, Borim (Goa), and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):—

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 3 of 1968

Between

Messrs. Fabril Gasosa, Borim, Ponda, Goa

And

The workmen employed under them.

In the matter of the legality and propriety of the order of the management in refusing to employ Shri R. V. Borkar and the relief, if any, the said workman is entitled to.

Appearances:

Shri R. C. Soares, Manager for the company.

No appearance for the workmen.

## AWARD

This is a reference made by the Government of Goa, Daman and Diu under Sec. 10(1)(d) of the Industrial Disputes Act, XIV of 1947, for adjudication of the following dispute between Messrs. Fabril Gasosa, Borim, Ponda, Goa and the workmen employed under them:

«Whether the allegation of refusal of employment to Shri Ramanath V. Borkar by M/s. Fabril Gasosa, Borim, Goa, from 15-7-1967 is true? If so, whether such a refusal is legal and justified; and to what relief the workman is entitled?».

2. Shri Ramnath V. Borkar filed his statement of claim in which he has made out the following case: Borkar was employed in the company and he went on serving with them from 26-10-1961. He fell ill with chicken pox on 12-5-1967 and therefore he could not attend to his duties and remained absent as per the advice of his family Doctor Mr. Sunktankar of Ponda. The factory manager was intimated about his illness orally as well as in writing. Shri Borkar resumed his duties on 6-7-1967 but the factory manager Mr. R. C. Soares told him that there was no work which could be given to him. Thereafter he contacted the proprietor who asked him to produce a medical certificate. The same day he produced a medical certificate but the factory manager refused to give him the post which he was holding before. At the same time the manager told him orally that Borkar could work as a peon. Since Borkar was in need of a job to support his family he started work as directed and worked for a period of 8 days. Borkar alleges that during this period Mr. Soares used to call him in his cabin and used to abuse him and drive him out of his office. Eventually Mr. Soares told him that there was no work for him and therefore Borkar had no business to enter the factory. Borkar says that he became so exasperated that he wanted to commit suicide on 14th July 1967 in front of the factory, that but for the arrival of Shri Francisco Mascarenhas, factory operator, and the Administrative Manager Mr. Cecil Lobo, his plan was frustrated and he was taken home at about 6 p. m. Thereafter Borkar submitted his case to the Labour Commissioner who gave his decision calling upon the company to pay him a compensation of Rs. 250/-. Borkar says that he wanted to continue to work but not as a peon. He therefore again submitted his case to the Labour Commissioner. He therefore says that his case should be considered for re-employment.

3. The company has filed their written statement and raised the following points: (1) Borkar ceased to report for duty from 14-5-1967 without leave or permission. He did not apply for leave or extension of leave. On 13-6-1967 a show cause notice was sent to him as to why his services should not be terminated. On 16-6-1967 Borkar was informed by registered letter that his services were terminated. Borkar refused to accept this letter. (2) Borkar came to the office on 1-6-1967 to collect his dues. He was paid his salary up to 14-5-1967. He was informed that his services stood terminated from 14-5-1967 for his continuous and unauthorised absence. He was asked to come back on 3-7-1967 to collect his wages in lieu of leave. Borkar came to the office on 3-7-1967 and collected his wages in lieu of his leave salary. He then apologised profusely for his error in not advising the office of his absence and pleaded to be forgiven and taken back. The letters dated 13-6-1967 and 16-6-1967 which he had earlier refused to accept were handed to him. Borkar was then asked by the Manager to produce a medical certificate which he did on 5-7-1967. The certificate stated that Borkar was suffering from nervous break-down from 4th June to 5th July 1967. On compassionate grounds Borkar was re-employed in the company on 6-7-1967 and given the same salary and the same post. The company has denied that Borkar was harassed during the period of 8 days after his re-employment. They have denied that the Manager asked Borkar to get out on 14-6-1967 as alleged by Borkar. (3) According to the company the real facts are that on 14-7-1967 Borkar was asked by a clerk to distribute the medicines to the workers but he refused to do so. The Manager personally repeated the same instructions but even then Borkar was adamant and Borkar plainly replied that he was not prepared to do that job. He created a commotion in the office and walked out of the factory of his own free will and ceased to report for duties thereafter. The company admits that Borkar wrote a letter on 18-9-1967 which was full of abuse. Since the name of the worker had already been struck off on the ground that he had abandoned his service there was no question of taking that letter into consideration. The company says that again on 19-10-1967 Borkar wrote a letter to the Manager demanding wages from June to September 1967. Since Borkar was not in service during the said period

nothing was due and owing to him. The wages that had accrued to him for the period 6-7-1967 to 14-7-1967 (Rs. 33-65) were credited to his account. Thereafter the worker was not in service. The company denies that Borkar's services were terminated at any time during 6th July to 14th July 1967 and therefore the company has submitted that there was no question of refusal to employ Borkar at any time.

4. After the case was transferred to Shri V. A. Naik the company filed a more detailed reply but the contents are a repetition of what has been stated in the first written statement.

5. On the first hearing of the case Shri Mohan Nair represented the workman. At his instance the case was adjourned and again taken up for hearing on 5th January 1970 but Shri Mohan Nair was not able to be present but the worker Shri Borkar was present. However when the case was called out for hearing Shri Borkar was not present. The case was therefore adjourned to the next day and instructions were given to Mr. Soares to contact the worker and to inform him that the case would be taken up on the 6th January 1970. On the 6th January 1970 Mr. Soares reported that he was not able to contact Borkar. There was therefore no alternative but to take up the case *ex parte*. It is clear from the conduct of the workman that he is not interested in the matter at all.

6. At the hearing Mr. Soares appeared on behalf of the company and produced a number of documents. Exhibit C/1, is the monthly muster roll for May 1967. It is apparent from this exhibit that Borkar did not attend to his duties from 14-5-1967 onwards till the end of that month. Exhibit C/2 is the attendance register. This exhibit shows that Borkar was attending duty up to 12th. On the 12th May Borkar took half a day's casual leave. Thereafter he remained absent till the end of the month. Exhibit C/3 is a copy of the letter written by the manager pointing out to Borkar that he had remained absent for 31 days without leave or without permission from the office. The manager stated that in view of his long absence the company presumed that Borkar had left the service of his own accord. He was also informed that on that account his name had been struck off from the register of the company. It was further pointed out that Borkar had to account for a sum of Rs. 113/- given to him for official expenses. He was therefore called upon to account for the money either personally or through his agent. This letter is dated 13th June 1967. Exhibit C/4 is a copy of the letter dated 16th June 1967 written by the manager to Borkar. This was in pursuance of the earlier letter dated 13-6-1967. It may be mentioned that Borkar refused to accept the said letter of the 13th June 1967. The letter Exhibit C/4 records his refusal to accept the said letter and then goes on to point out that the salary dues of Borkar came to Rs. 18-31 Ps., that his dues to the company came to Rs. 44-60 Ps., that the salary for privilege leave due to Borkar for 15 days came to Rs. 50/- and that as against this Borkar had to account for Rs. 113 paid to him for making purchases and that he had to pay a sum of Rs. 90/- which he owed to a sister concern thus the balance which Borkar was liable to pay to the company came to Rs. 173-79 Ps. He was therefore required to make the payment by the 30th June 1967. It appears that Borkar refused to accept this letter also. Exhibit C/5 is a letter written by Borkar to the proprietor of the company on 18-9-1967. In his letter he stated for the first time that he suffered from small pox from 14-5-1967 which prevented him from resuming his duties till 6-7-1967. Since the company's doctor did not attend to him he was required to take treatment from a private doctor namely Dr. Sunthakar, from Ponda. After recovery from his illness he wrote a letter on the 28th June to the company. The same day he approached the office when the Manager told him that there was no vacancy in the firm and that if he was keen to secure a job he will have to work as a peon. He then asserted that the manager used to insult and abuse him after he accepted the job. On 14th July there was a hot exchange of words between him and the manager and *from that day onwards I stopped going in your factory*. He wanted to inform the proprietor about this but the proprietor was out of station. On his arrival Borkar tried to contact him in the factory but since he found that the proprietor was busy he did not want to disturb him. He wanted to demand his salary for June and July but he hesitated to do so. He has therefore requested the proprietor to inquire into the matter and to pay him his salary for the months of June and July and to relieve him of his financial difficulties that he was facing at the time. The workman was apprised

of the true facts by the company's letter of 9-10-1967. In reply to the said letter Borkar wrote to the Manager on 18-10-1967 as follows: «I know that my services are not terminated as such». He then proceeded to say that his dues come to Rs. 400/- including salary for 4 months from June to September plus house rent of Rs. 40 at Rs. 10 p.m. He therefore requested that the amount due to him should be sent to him by money order. Exhibit C/6 is a copy of the medical certificate given by Dr. Sunthakar on 5th July 1967 which says that Borkar was suffering from nervous break-down and was under his treatment for the same from 4th June 1967. Exhibit C/7 (collectively) consists of a number of cash memos relating to purchases made by Borkar for the company during the month of May and June 1967. Exhibit C/8 is the muster roll that shows that Borkar attended his duties from 6th July to 14th July. He is shown as absent from 1st to 5th July and from the 15th up to the end of July. Exhibit C/9 is the attendance register for the month of July which supports the contents of the muster roll.

7. The documentary evidence produced on behalf of the company overwhelmingly establishes that Borkar remained absent with effect from 13th May 1967 without leave for a period of 31 days. His contention was that he was suffering from small pox during the said period. He is however contradicted by the certificate that he produced from his own doctor which shows that he was suffering from nervous break-down for a certain period. The company wrote to Borkar a letter on 13th June 1967 Exhibit C/3 pointing out that since he had remained absent for 31 days he must be presumed to have abandoned his services. The workman refused to accept this letter. The letter dated 16th June 1967 at Exhibit C/4 was also refused by Borkar. Notwithstanding that Borkar had remained absent for 31 days without leave and notwithstanding that he was informed that he will be deemed to have abandoned his service, on compassionate grounds he was re-employed with effect from 6th July 1967. It is significant to note that on 11th May 1967 he was given a sum of Rs. 113/- for the purpose of purchasing medicines for the factory. He was called upon to render account on the 1st of July. He submitted his accounts on the 3rd of July by producing the bills showing purchases made by him. Even in this there was a shortage of Rs. 70-04 Ps. which is apparent. For the second period of his re-employment, the entries in the muster roll and the attendance register fully support the company's case. After working up to 13th July he again left the service. Even his case is that he was harassed by the manager, and therefore he had to leave the work and go away. There is however clear evidence to show that on 14th when he was asked to do particular work he refused to do it. Even the intervention of the manager was of no avail to him. He refused to take up the work and in fact walked away. The letter written by Borkar on 18th September at Exhibit C/5 is clear on the point wherein he has stated «I am leaving the service». This is clearly therefore not a case of termination of services or refusal to give him employment but a case of voluntary abandonment of the services by the workman concerned.

8. There is another aspect which has to be also considered, since neither the workman nor his representative remained present at the hearing. It appears that the parties had entered into an agreement for referring certain matters in dispute between them for the arbitration of Shri C. N. Bopiah the Commissioner of Labour. The specific matters in dispute that were referred to him have been mentioned in the agreement at Exhibit C/10 as follows: «Whether it is a fact that the management of M/s. Fabril Gasosa, Borim, Ponda, had dispensed with the services of Shri Ramnath V. Borkar, from June 1967 and if so whether such action is legal and justified. To what relief the workman is entitled, if any». This agreement was entered into on 22-12-1967 and Shri Borkar conceded in the course of the proceedings before the arbitrator that he resumed his duties with effect from 6th July 1967 (vide his letter dated 10-1-1968). He then complains that he served for 8 days and then work was refused to him. Shri Bopiah gave his award on 5th February 1968 which is at Exhibit C/11. He refused the prayer for reinstatement and awarded compensation of Rs. 250. He also stated that the services of Borkar shall be treated as terminated with effect from 15th July 1967 on payment of the compensation indicated above. This award was challenged by the employer on 30th February 1968 on the ground that the matter referred to arbitration related to the period from June 1967 but the arbitrator has considered the question whether the

termination of service of Borkar from 15th July 1967 is legal and proper. In other words according to the company the arbitrator had gone beyond the agreement or the terms of his reference and had no jurisdiction to consider the question as regards the validity of the termination from the 14th July 1967. It is after this that the conciliation proceedings were held which is clear from the letter written by Borkar dated 6th July 1968 (Exhibit C/13). As conciliation proceedings failed in due course of time the dispute was referred for adjudication of this Tribunal. It is clear therefore that the arbitration and the so called award passed by the arbitrator do not amount to any bar against the dispute being referred to industrial adjudication.

9. My answer to the reference is as follows:

The allegation of refusal of employment from 5th July 1967 is untrue. In view of the answer to the first part of the terms of reference, the questions as to whether refusal is legal and justified and as to what relief the workman is entitled to do not arise.

Sd/-

V. A. NAIK

Bombay, 24th February, 1970.

Industrial Tribunal

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 4th April, 1970.

#### Order

LC/1-(140)/67(4)

The following Order given by the Industrial Tribunal on an Industrial Dispute between M/s. Gangadhar Narsingdas Agrawal, Margao (Goa) and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):—

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman & Diu

Application (IT-GDD) No. 7 of 1968

in

Reference (IT-GDD) No. 6 of 1967

Messrs. G. N. Agrawal, Margao, Goa — Applicants  
vs.

Shri Antonio Coutinho, Cortalim, Goa — Opponent

In the matter of an application under Section 33(2)(b) of the Industrial Disputes Act, 1947.

#### Appearances:

Shri R. V. Gaitonde, Personnel Officer for the applicant company.

No appearance for the opponent workman.

#### ORDER

This is an application under section 33(2) (b) of the Industrial Disputes Act for approval of the action of dismissal taken by Messrs. G. N. Agrawal against Shri Antonio Coutinho, the opponent. The opponent was an employee of the applicant company and was working as a Khalasi on the applicant's barge Ganga Doot. On 28-6-1968 a charge sheet was levied on the opponent to the effect that the opponent attended duty on 26-6-1968 in an intoxicated condition and quarrelled and beat up Shri John Pereira the driver of the barge because of which the opponent was handed over to the Police at Cortalim. Accordingly the opponent was charged on two counts (1) Assaulting a co-worker while on duty and (2) commission of an act subversive of discipline and good behaviour. Shri R. V. Gaitonde was appointed to hold the enquiry into the charges levelled against the opponent. He held the enquiry on 23-7-1968 and on the basis of the evidence led before him the enquiry officer came to the conclusion that the opponent is guilty. Shri Satyanarayan B. Joshi, the Manager, accepting the findings has passed the order of dismissal against the opponent.

2. The notice of these proceedings was sent to the opponent by registered post. Despite the fact that the opponent received the said notice, he has not chosen to remain present. The order against him will therefore proceed ex-parte.

3. I have heard Shri Gaitonde who appeared on behalf of the applicants. It is clear from the papers produced that a proper enquiry was held at which the opponent remained present. Before the enquiry officer the opponent accepted the charges and pleaded guilty. The Management examined Shri John Pereira, the driver and Shri Krishna Naik, Captain of the barge. They have deposed about the incident that took place on 26-6-1968 in which the opponent assaulted Shri John Pereira and became so uncontrollable as liquor had got the better of him because of which the opponent was handed over to the police at Cortalim. Both these witnesses have corroborated each other in material respects. There is no reason to doubt their testimony. The opponent has also accepted the charges and pleaded guilty. The enquiry officer was, therefore, justified in holding the opponent guilty on both counts. The past record of the opponent is bad enough to justify his dismissal. He was suspended for 2 days in March 1968 and warned on 5th June 1963. This is a fit case for granting approval. Approval granted.

Sd/- V. A. NAIK

Bombay, 23-2-1970.

Industrial Tribunal.

(AF).

By order and in the name of the Administrator of Goa, Daman and Diu.

V. R. Vaze, Under Secretary, Industries and Labour Department.

Panaji, 20th April, 1970.